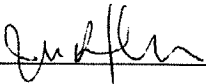


EXHIBIT "A"

### **Certification**

I, Jon King, as a duly authorized Nationwide Insurance associate entrusted with oversight of the system of record from which this copy was produced, based upon information and belief, certify under the penalty of perjury that this attached copy of policy **HOM 0045960401** was made at or near the time of certification, as part of regularly conducted business activities, and is a true and accurate copy of the official record kept as part of regular business activities.



Signature

Date: December 31, 2014

Jon King

Print Name

Sr. Processor, Imaging

Title

33  
YOHE, BRIAN  
YOHE, JILL  
705 BROADWAY  
HANOVER, PA 17331

## Your Homeowners Insurance Policy

Courtesy of:

BARRICK & ASSOCIATES INC  
HANOVER PA  
800-282-1446  
AGENCY - PA - 26335

Policy # HOM 0045960401-0



# Allied Insurance

a Nationwide Insurance® company

26335

**AGENCY - PA - 26335**  
BARRICK & ASSOCIATES INC  
HANOVER PA

AMCO INSURANCE COMPANY  
1100 LOCUST ST  
DES MOINES IA  
50391-1100

YOHE, BRIAN  
YOHE, JILL  
705 BROADWAY  
HANOVER, PA 17331-2014

## HOMEOWNERS POLICY NUMBER

HOM 0045960401-0

## ACCOUNT NUMBER

800754143

### Thank you for selecting Allied Insurance for your insurance needs!

Allied is committed to providing you high quality insurance protection along with Premier Service – our pledge to provide superior customer service. You can also count on Allied for a full range of personal insurance needs: automobile, homeowners, recreational vehicles, rental properties, personal umbrella liability and boat insurance.

For more than 70 years, Allied has provided reliable affordable personal insurance protection. We have a long-standing history of excellent value and service – a tradition you can count on. Allied is rated "A+" (Superior) by A.M. Best Company, an independent insurance rating organization.

**For questions, changes or to report a claim . . . . Call 1-800-282-1446** from anywhere in the U.S.

Our associates are available to assist you 24 hours a day, seven days a week.

### Information about your policy . . . .

- **PRIVACY STATEMENT PROCEDURES.** We value you as a customer and respect your right to privacy. Please see the enclosed Privacy Statement and Procedures Notice directly following this page for additional information.
- **Special Notices.** These notices, when included, point out specific items concerning your policy.
- **Coverage and Endorsement Forms.** Provides policy and coverage information.
- **Billing.** Any premiums that are unpaid will be billed separately. Pay from that bill rather than this policy.

### YOUR DISCOUNTS . . . .

Your premium shown on the declarations page reflects savings because you qualified for these discounts or special rating. For information on qualifying for additional discounts, contact your agent.

**DISCOUNTS APPLIED**  
Multi-Policy - Qualifying home and auto policy with us  
Claims Free Discount

**DISCOUNTS AVAILABLE**  
Multi-Policy - Qualifying home and auto policy with us  
Protective Device - burglar, fire or smoke alarm system  
Home Renovation Disc.  
Gated Comm. Discount  
Home Purchase Discount  
Claims Free Discount

In addition to the attached information, you can also review your policy and payment history online at [myAlliedPolicy.com](http://myAlliedPolicy.com). This personalized Web site is tailored to your individual needs, providing easy access to your policy every day, 24 hours a day.

**JL0201S (06-07)**

DIRECT BILL 1928 14040

800754143 74 17,043

**HOMEOWNERS RATING/GENERAL INFORMATION.** Please advise immediately if this information is incorrect.

**APPLICANT:**

Name: BRIAN YOHE Marital Status: Married  
Date of Birth: 11/23/1969 Occupation: CONSTRUCTION/CONTRACTOR

**CO-APPLICANT:**

Name: JILL YOHE Marital Status: Married  
Date of Birth: 10/03/1969 Occupation: MANUFACTURING

**OTHER TYPES OF INSURANCE WITH COMPANY:**

Preferred Auto

**POLICY CHARACTERISTICS:**

Responding Fire Department: PENN TS FS 49-2 (AA) Miles from Responding Fire Dept: 001  
Year Built: 1930 Type of Construction: FRAME No. Residing in Dwelling: 02

Type of Roof: Composition Shi Roof UL Class: None Roof Thickness: Standard  
Year Renovated: Roof: 2007 Wiring: 1980 Plumbing: 1980 Heating: 1980 Cooling: 1980

Protective Device: Smoke Detector: Detector

Auxiliary Heating: None

Pool/Hot tub/Spa on premises? No

Trampoline on premises? No

Purchase Date: 2000  
Prior Insurance Carrier: STATE FARM  
Expiration Date of Prior Policy: 11/15/2014 Years with Prior Carrier: 00

Claim free for the last 3 years? Yes

Business on premises? No

# Allied Insurance Privacy Statement

## Thank you for choosing Allied Insurance

Our privacy statement explains how we collect, use, share, and protect your personal information. So just how do we protect your privacy? In a nutshell, we respect your right to privacy and promise to treat your personal information responsibly. It's as simple as that. Here's how.

## Confidentiality and security

We follow all data security laws. We protect your information by using physical, technical, and procedural safeguards. We limit access to your information to those who need it to do their jobs. Our business partners are legally bound to use your information for permissible purposes.

## Collecting and using your personal information

We collect information about you when you ask about or buy one of our products or services. The information comes from your application, business transactions with us, consumer reports, and publicly available sources. Please know that we only use that information to sell, service, or market products to you.

We may collect the following types of information:

- Name, address, and Social Security number
- Assets and income
- Property address and value
- Account and policy information
- Credit reports and other consumer report information
- Family member and beneficiary information
- Public information

## Sharing your information for business purposes

We share your information with other Nationwide companies and business partners. When you buy a product, we may share your personal information for everyday business purposes. Some examples include mailing your statements or processing transactions that you request. You cannot opt out of these. We also share your information with your agent or producer. They use your personal information to manage your policy or account. We may also share your personal information as federal and state law requires.

## Sharing your information for marketing purposes

We don't sell your information to anyone – period. Because you are a customer of both us and an independent broker or agent, we have chosen not to share your personal information with anyone, except to service your product. So there's no reason for you to opt out. If we change our policy, we'll tell you and give you the opportunity to opt out before we share your information.

## Using your medical information

We sometimes collect medical information. We may use this medical information for a product or service you're interested in, to pay a claim, or to provide a service. We may share this medical information for these business purposes if required or permitted by law. But we won't use it for marketing purposes unless you give us permission.



**Allied  
Insurance**

a Nationwide company  
On Your Side

### **Accessing your information**

You can always ask us for a copy of your personal information. Please send your privacy inquiry to the address below and have your signature notarized. This is for your protection so we may prove your identity. We don't charge a fee for giving you a copy of your information now, but we may charge a small fee in the future.

You can call your agent to change your personal information. But we can't update information that other companies, like credit agencies, provide to us. So you'll need to contact these other companies to change and correct your information.

Send your privacy inquiries to the address below. Please include your name, address, and policy number. If you know it, include your agent's name and number.

Nationwide Insurance  
Attn: Customer Relations - Privacy  
One Nationwide Plaza, 3-04-101  
Columbus, OH 43215

### **A parting word ...**

These are our privacy practices. They apply to all current, joint, and former clients of Allied Insurance. They also apply to the affiliates and subsidiaries that offer auto, home, property, life insurance, banking services and investments. This includes the following companies:

Allied Property and Casualty Insurance Company  
AMCO Insurance Company  
Depositors Insurance Company  
Nationwide Mutual Insurance Company  
Nationwide Agribusiness Insurance Company  
Colonial County Mutual Insurance Company  
Nationwide Insurance Company of America  
Nationwide Affinity Insurance Company of America  
Nationwide Sales Solution, Inc.  
Crestbrook Insurance Company  
Nationwide Insurance Company of Florida

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IN0000 (04-09)  
Effective Date April 20, 2009

HOM 00459604010

02/09/14

INSURED COPY

74 17046

GAD1000 (10-07)

★★★★★★

## IMPORTANT INSURANCE INFORMATION

★★★★★★

**IMPORTANT NOTICE FAIR CREDIT REPORTING ACT**

Thank you for giving us the opportunity to provide your insurance protection. We appreciate the confidence you place in us to handle your insurance needs.

In order to provide each of our policyholders with the most accurate rate, Allied, like many insurance companies, uses information obtained from various consumer reporting agencies as part of our rating process. The information used may include motor vehicle reports, accident/loss history, prior insurance history, consumer and credit history, or other consumer reports. Information in your consumer and credit history has had an adverse affect on your premium.

**How Credit Reports Are Used**

Some of the information from your credit history report, such as stability of credit, use of credit, payment history and adverse credit-related public records, is used to develop an insurance score, which is one of several factors that determine your premium. Insurance scoring has proven to be a strong indicator of future losses. It is important to know that an insurance score is different than your credit score – an insurance score is not necessarily reflective of your credit worthiness. Some customers who have an excellent credit score are not always in a better insurance score category, and vice versa, because the scores are calculated differently.

**How Did The Credit Report Impact Me?**

Based on information received from the consumer reporting agency below, your insurance score has had an adverse affect on your policy's premium. If you are a new customer, this means that your premium is higher than if we had not used credit as a rating factor. If you are receiving this notice as part of your renewal, this means that your premium is higher than your previous term due to your insurance score. Receiving this notification does not necessarily indicate that you have a poor credit report. Please note that the consumer reporting agency did not make the decision to take this adverse action and can not provide the specific reasons why the adverse action was taken. The company taking this action is shown on the Declarations.

The following is (are) the primary characteristic(s) of your credit history that influenced the underwriting or pricing of your insurance policy and resulted in adjustment in your insurance premium.

Length of Time Accounts Have Been Established  
 Total Amount of Balances on Accounts or Status Unknown  
 Num of Curr/Past Accts 30 or More Days Past Due  
 Num of Derog Public Records/Collection Agency Filings

The following are **not** used when determining your insurance score:

- Credit inquiries not initiated by the consumer or inquiries requested by the consumer for his or her own credit information.
- Inquiries relating to insurance coverage, if so identified on a consumer's credit report.
- Collection accounts with a medical industry code, if so identified on the consumer's credit report.
- Multiple lender inquiries, if coded by the consumer reporting agency on the consumer's credit report as being from the home mortgage or automobile lending industry and made within 30 days of one another, unless only one inquiry is considered.

GAD1000 (10-07)

Page 1 of 2



**GAD1000 (10-07)**

**Your Rights Under The Fair Credit Reporting Act**

You have the right to dispute the accuracy or completeness of any information contained in the consumer report with the consumer reporting agency. We do not have a copy of the actual report; we only receive the insurance score. If you would like to review the consumer report used to develop your insurance score and policy premium, you may request a free copy of the report from the consumer reporting agency within 60 days of the receipt of this letter. If you dispute the information and the consumer reporting agency makes changes to the content of your consumer report, please contact us so we can determine the affect on your premium or policy.

To request a copy of your credit report, please contact:

**LexisNexis Consumer Center  
P.O. Box 105108  
Atlanta, GA 30348  
Telephone No.: 1-800-456-6004  
[www.consumerdisclosure.com](http://www.consumerdisclosure.com)  
Report Reference Number 14038141203472**

**Who Can I Contact?**

Should you have questions relating to how the company uses consumer reports in the underwriting or pricing of your policy, please contact our Service Center at **1-800-282-1446** . Hearing or Voice Impaired: 1-800-622-2421 (TTY only). **[www.alliedinsurance.com](http://www.alliedinsurance.com)**

**Thank you for choosing Allied . We value your business.**

IN 2402 (10-05)

★★★★★★

**IMPORTANT INSURANCE INFORMATION**

★★★★★★

**PENNSYLVANIA INSURANCE CONSULTATION SERVICES EXEMPTION ACT—NOTICE**

An Insurance Company, its agents, employees or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. surveys;
2. consultation or advice; or
3. inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of an act or omission by any person in the furnishing of or failure to furnish these services.

The Act does not apply:

1. if the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. to consultation services required to be performed under a written service contract not related to the insurance policy; or
3. if any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice or gross negligence.

IN 2402 (10-05)

Page 1 of 1

IN2627 (08-12)

★★★★★★

**IMPORTANT INSURANCE INFORMATION**

★★★★★★

**Credit Disclosure**

Your credit history was ordered at the inception of your policy from a consumer reporting agency for use in determining an insurance score. This insurance score is used to underwrite and/or rate your insurance policy. Our inquiry does not affect your credit history in any way.

Your credit report will only be ordered at the start of your policy unless you request an update. You may request a new credit-based score once each year to be used to rate your policy. To request an updated insurance score, please contact us at 1-800-282-1446.

We are committed to respecting your privacy and safeguarding your personal information.

IN2627 (08-12)

Page 1 of 1

HOM 00459604010

02/09/14

INSURED COPY

74 17050

**HOMEOWNERS POLICY**

**AMCO INSURANCE COMPANY**  
**1100 LOCUST ST**  
**DES MOINES IA 50391-1100**  
**(800) 282-1446**

**AGENCY BARRICK & ASSOCIATES INC**  
**HANOVER PA**

**POLICY NUMBER: HOM 0045960401-0**  
**ACCOUNT NUMBER: 800754143**

**Policy Period**  
**From: 02-07-14 To: 02-07-15**  
**12:01 A.M. Standard Time**  
**Effective Date of Change**

**DECLARATIONS**

NAME INSURED AND ADDRESS

**YOHE, BRIAN**  
**YOHE, JILL**  
**705 BROADWAY**  
**HANOVER, PA**

**17331-2014**

The described residence premises covered hereunder is located at the above address, unless otherwise stated herein. (No., Street, City, State, Zip Code)

PREVIOUS POLICY NUMBER

**BANK OF AMERICA**  
**ISAOA/ATIMA**  
**PO BOX 961206**  
**FORT WORTH, TX 76161-0206**

**COVERAGE AND LIMITS OF LIABILITY**

SECTION I				SECTION II	
A. DWELLING	B. OTHER STRUCTURES	C. PERSONAL PROPERTY	D. LOSS OF USE ACTUAL LOSSES SUSTAINED	E. PERSONAL LIABILITY	F. MEDICAL PAY EACH PERSON
<b>176,700</b>	<b>17,670</b>	<b>123,690</b>	<b>IN 12 MOS.</b>	<b>300,000</b>	<b>2,000</b>

FOR LOSSES ARISING UNDER SECTION I, WE WILL PAY ONLY THAT PART OF THE LOSS IN EXCESS OF \$500.

COVERAGE	DESCRIPTION	PREMIUM	COVERAGES	DESCRIPTION	PREMIUM
<b>BASIC COVERAGE</b>					
<b>HO3 05/01</b>	<b>Special Form</b>	<b>501.13</b>	<b>12559 06/05</b>	<b>Per Prop Repl</b>	
<b>HO55 05/05</b>	<b>Gold Package</b>	<b>45.00</b>	<b>12567P 11/04</b>	<b>Replacement Cost</b>	<b>7.40</b>
<b>12747 12/01</b>	<b>Identity Fraud</b>		<b>12669 12/02</b>	<b>Back-up of Sewer</b>	<b>23.73</b>
<b>IN0000 04/09</b>	<b>Fungi/Bacteria</b>		<b>HO300PA 09/09</b>	<b>Spec Provisions</b>	
<b>12601 10/05</b>	<b>Privacy Stmt</b>		<b>IN2402 10/05</b>	<b>Important Notice</b>	
<b>GAD1000 10/07</b>	<b>Premier Endrmnt</b>		<b>IN2627 08/12</b>	<b>Important Notice</b>	
	<b>Important Notice</b>				
				<b>TOTAL PREMIUM</b>	<b>577.26</b>

Additional  
Residence  
Occupied  
By Insured

Mortgage Loss Payee or Other Interest

Loan Number **139929966**

**BANK OF AMERICA**  
**ISAOA/ATIMA**  
**PO BOX 961206**  
**FORT WORTH, TX**

**76161-0206**

**1ST**  
**MORT**

**AMCO INSURANCE COMPANY**

Authorized Representative

800754143 74 17051

DIRECT BILL 19Z8 14040

INSURED COPY

12561 (01-00) 03

IN WITNESS WHEREOF, the company listed in the Declarations has caused this policy to be signed by its President and Secretary, and countersigned as may be required on the Declarations page by a duly authorized representative of the company.



**President – Gary A. Douglas**  
Nationwide Agribusiness Insurance Company



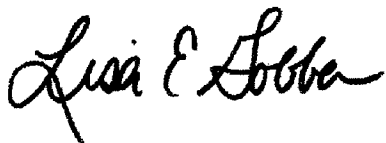
**President – David G. Arango**  
Nationwide Assurance Company



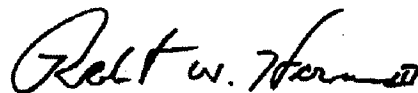
**President – Mark A. Pizzi**  
Nationwide Affinity Insurance Company of America  
Nationwide General Insurance Company  
Nationwide Mutual Fire Insurance Company  
Nationwide Mutual Insurance Company  
Nationwide Property and Casualty Insurance Company



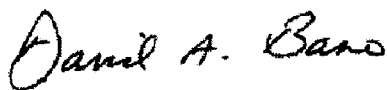
**President – W. Kim Austen**  
ALLIED Property and Casualty Insurance Company  
AMCO Insurance Company  
Crestbrook Insurance Company  
Depositors Insurance Company  
Nationwide Insurance Company of America



**President – Lisa E. Gobber**  
Nationwide Insurance Company of Florida



**Secretary – Robert W. Horner, III**  
ALLIED Property and Casualty Insurance Company  
AMCO Insurance Company  
Crestbrook Insurance Company  
Depositors Insurance Company  
Nationwide Affinity Insurance Company of America  
Nationwide Agribusiness Insurance Company  
Nationwide Assurance Company  
Nationwide General Insurance Company  
Nationwide Indemnity Company  
Nationwide Insurance Company of America  
Nationwide Insurance Company of Florida  
Nationwide Mutual Fire Insurance Company  
Nationwide Mutual Insurance Company  
Nationwide Property and Casualty Insurance Company



**President – David A. Bano**  
Nationwide Indemnity Company

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HO QR (01-00)

**YOUR HOMEOWNERS POLICY  
QUICK REFERENCE**

	<b>DECLARATIONS PAGE</b>					
	Your Name					
	Location of Your Residence					
	Policy Period					
	Coverages					
	Amounts of Insurance					
	Amount of Deductible					
		Beginning on the pages noted below for policy forms HO 00				
		<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>
		1	1	1	1	1
<b>SECTION I YOUR PROPERTY</b>	<b>AGREEMENT</b>	1	1	1	1	1
	<b>DEFINITIONS</b>	1	1	1	1	1
	<b>DEDUCTIBLE</b>	3	3	3	3	2
	<b>COVERAGES</b>	3	3	3	3	3
	Property Coverages					
	Loss of Use					
	Additional Coverages					
	Debris Removal					
	Trees, Shrubs and Plants					
	Credit Card					
<b>SECTION II YOUR LIABILITY</b>	Glass or Safety Glazing Material					
	<b>PERILS INSURED AGAINST</b>	10	10	10	12	10
	<b>EXCLUSIONS</b>	12	14	11	14	12
	<b>CONDITIONS</b>	13	15	13	15	13
	Insurable Interest					
	Duties After Loss					
	Loss Settlement					
	Mortgage Clause					
	<b>COVERAGES</b>	16	19	15	19	16
	Personal Liability					
<b>SECTION I SECTION II</b>	Medical Payments to Others					
	<b>EXCLUSIONS</b>	17	19	15	19	16
	<b>ADDITIONAL COVERAGES</b>	22	24	19	24	20
	Claims Expenses					
	First Aid Expenses					
	Damage to Property of Others					
	Loss Assessment					
	<b>CONDITIONS</b>	23	25	20	25	21
	Limit of Liability					
	Duties After Loss					
	Policy Period					
	<b>CONDITIONS</b>	24	26	22	26	23
	Cancellation					
	Non-Renewal					

HO QR (01-00)

HOM 00459604010

INSURED COPY

74 17053

HO 3 (05-01)

## HOMEOWNERS 3 SPECIAL FORM

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### AGREEMENT

---

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

---

### DEFINITIONS

---

- A.** In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We," "us" and "our" refer to the Company providing this insurance.
- B.** In addition, certain words and phrases are defined as follows:
1. "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability" and "Watercraft Liability", subject to the provisions in **b.** below, mean the following:
    - a. Liability for "bodily injury" or "property damage" arising out of the;
      - 1) Ownership of such vehicle or craft by an "insured";
      - 2) Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;
      - 3) Entrustment of such vehicle or craft by an "insured" to any person;
      - 4) Failure to supervise or negligent supervision of any person involving such vehicle or craft by an "insured"; and
      - 5) Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.
    - b. For the purpose of this definition:
      - 1) Aircraft means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo;
      - 2) Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles; and
      - 3) Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor.
  - 4) Motor vehicle means a "motor vehicle" as defined in **7.** below.
  2. "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.
  3. "Business" means:
    - a. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
    - b. Any other activity engaged in for money or other compensation, except the following:
      - 1) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
      - 2) Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
      - 3) The rendering of home day care services to a relative of an "insured".
  4. "Employee" means an employee of an "insured", or an employee leased to an "insured" by a labor leasing firm under an agreement between an "insured" and the labor leasing firm, whose duties are other than those performed by a "residence employee".
  5. "Insured" means:
    - a. You and residents of your household who are:
      - 1) Your relatives; or
      - 2) Other persons under the age of 21 and in the care of any person named above;

**HO 3 (05-01)**

b. A student enrolled in school full-time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:

- 1) 24 and your relative; or
- 2) 21 and in your care or the care of a person described in a.1) above; or

c. Under Section II, "insured" also means:

- 1) With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person included in 5.a. or 5.b. above. "Insured" does not mean a person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner; or
- 2) With respect to a "motor vehicle" to which this policy applies:
  - a) Persons while engaged in your employ or that of any person included in 5.a. or 5.b. above; or
  - b) Other persons using the vehicle on an "insured location" with your consent.

Under both Section I and II, when the word an immediately precedes the word "insured", the words an "insured" together mean one or more "insureds".

6. "Insured location" means:

- a. The "residence premises";
- b. The part of other premises, other structures and grounds used by you as a residence; and
  - 1) Which is shown in the Declarations; or
  - 2) Which is acquired by you during the policy period for your use as a residence;
- c. Any premises used by you in connection with a premises described in 6.a. and 6.b. above;
- d. Any part of a premises:
  - 1) Not owned by an "insured"; and
  - 2) Where an "insured" is temporarily residing;

e. Vacant land, other than farm land, owned by or rented to an "insured";

f. Land owned by or rented to an "insured" on which a one, two, three or four family dwelling is being built as a residence for an "insured";

g. Individual or family cemetery plots or burial vaults of an "insured"; or

h. Any part of a premises occasionally rented to an "insured" for other than "business" use.

7. "Motor Vehicle" means:

a. A self-propelled land or amphibious vehicle; or

b. Any trailer or semi-trailer which is being carried on, towed by or hitched for towing by a vehicle described in a. above.

8. Under Section II "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:

a. "Bodily injury"; or

b. "Property damage".

9. Under Section II, "Property damage" means physical injury to, destruction of, or loss of use of tangible property.

10. "Residence employee" means:

a. An employee of an "insured", or an employee leased to an "insured" by a labor leasing firm, under an agreement between an "insured" and the labor leasing firm, whose duties are related to the maintenance or use of the "residence premises", including household or domestic services; or

b. One who performs similar duties elsewhere not related to the "business" of an "insured".

A residence employee does not include a temporary employee who is furnished to an "insured" to substitute for a permanent "residence employee" on leave or to meet seasonal or short-term workload conditions.

11. "Residence premises" means:

a. The one family dwelling where you reside;

b. The two, three or four family dwelling where you reside in at least one of the family units; or



**HO 3 (05-01)**

- c. That part of any other building where you reside;

and which is shown as the "residence premises" in the Declarations.

"Residence premises" also includes other structures and grounds at that location.

See condition H under **SECTIONS I AND II - CONDITIONS**.

**12. "Professional Services" means:**

"Bodily injury", "property damage", or added by endorsement, "personal injury" due to rendering or failure to render any professional service. This includes but is not limited to:

- a. Legal, accounting or advertising services;
- b. Preparing, approving, or failing to prepare or approve maps, drawings, options, reports, surveys, change orders, designs or specifications;
- c. Supervisory, inspection, engineering, or architectural services;
- d. Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;

- e. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, personal grooming or tattooing;

- f. Optometry or optical or hearing aid services, including but not limited to the prescribing, preparing, fitting, demonstrating or distributing of ophthalmic lenses and similar products or hearing aid services;

- g. Body piercing services;

- h. Pharmacological services; and

- i. Any other health or therapeutic service, treatment, advice or instruction.

**13. "Actual Cash Value" means:**

The cost to repair or replace Covered Property, at the time of loss or damage, whether that property has sustained partial or total loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence.

**14. "Named Insured" means the first listed "insured" on the policy.**

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**DEDUCTIBLE**

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Unless otherwise noted in this policy, the following deductible provision applies:

Subject to the policy limits that apply, we will pay only

that part of the total of all loss payable under **SECTION I - PROPERTY COVERAGES** that exceeds the deductible amount shown in the Declarations.

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**SECTION I - PROPERTY COVERAGES**

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**A. COVERAGE A - Dwelling**

**1. We cover:**

- a. The dwelling on the "residence premises" shown in the Declarations, including structures attached to the dwelling; and
- b. Materials and supplies located on or next to the "residence premises" used to construct, alter or repair the dwelling or other structures on the "residence premises".

**2. This coverage does not apply to land, including land on which the dwelling is located.**

**B. COVERAGE B - Other Structures**

**1. We cover other structures on the "residence premises" set apart from the dwelling by**

clear space. This includes structures connected to the dwelling by only a fence, utility line, or similar connection.

This coverage does not apply to land, including land on which the other structures are located.

**2. We do not cover other structures:**

- a. Used in whole or in part for "business"; or
- b. Rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage.

**3. The limit of liability for this coverage will not be more than 10% of the limit of liability that applies to Coverage A. Use of this coverage does not reduce the Coverage A limit of liability.**

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**C. COVERAGE C - Personal Property****1. Covered Property**

We cover personal property owned or used by an "insured" while it is anywhere in the world. Before a loss and at your request, we will cover personal property owned by:

- a. Others while the property is on the part of the "residence premises" occupied by an "insured"; or
- b. A guest or a "residence employee", while the property is in any residence occupied by an "insured".

**2. Limit For Property At Other Residences**

Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises", is 10% of the limit of liability for Coverage C, or \$1000, whichever is greater. However, this limitation does not apply to personal property:

- a. Moved from the "residence premises" because it is being repaired, renovated or rebuilt and is not fit to live in or store property in; or
- b. In a newly acquired principal residence for 30 days from the time you begin to move the property there.

**3. Special Limits of Liability**

These special limits do not increase the Coverage C limit of liability. The special limit for each category below is the total limit for each loss for all property in that category.

- a. \$200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, coins, medals, scrip, stored value cards and smart cards.
- b. \$1500 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps. This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.  
This limit includes the cost to research, replace or restore the information from the lost or damaged material.
- c. \$1500 on watercraft of all types, including their trailers, furnishings,

equipment and outboard engines or motors.

- d. \$1500 on trailers or semi-trailers not used with watercraft of all types.
- e. \$1500 for loss by theft of jewelry, watches, furs, precious and semi-precious stones.
- f. \$2500 for loss by theft of firearms and related equipment.
- g. \$2500 for loss by theft of silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.
- h. \$2500 on property, on the "residence premises", used mainly for "business" purposes.
- i. \$500 on property, away from the "residence premises", used mainly for "business" purposes. However, this limit does not apply to loss to electronic apparatus and other property as described in categories j. and k. below.
- j. \$1500 for electronic equipment and antennas, while in or upon a "motor vehicle". This coverage applies only if such equipment can be operated by power from the "motor vehicle's" electrical system while still having the ability to be operated by other power sources.
- k. \$1500 for electronic equipment and antennas used primarily for "business", while away from the "residence premises" and not in or upon a "motor vehicle". Such equipment must be capable of being operated by power from the "motor vehicle's" electrical system while still having the ability to be operated by other power sources.

**4. Property Not Covered**

We do not cover:

- a. Articles separately described and specifically insured, regardless of the limit for which they are insured, in this or other insurance;
- b. Animals, birds or fish;
- c. "Motor vehicles" or all other motorized land conveyances including the

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following, whether furnished by the manufacturer or an individual:

- 1) Their parts or equipment, whether attached to or separated from the "motor vehicle" or motorized land conveyance; or
- 2) Accessory equipment; or
- 3) Any device or instrument, including accessories or antennas, for the transmitting, receiving, recording or reproduction of sound or picture which can only be operated by the power from the electrical system of the "motor vehicle" or motorized land conveyance. Tape, discs, reels, cassettes or similar items, including carrying cases for any of these, while in a motorized land vehicle shall not be considered accessory equipment. The most we will pay is \$300 in any one loss, regardless of the number of such items. The loss must be caused by a covered peril.

We do cover vehicles or conveyances not subject to motor vehicle registration which are:

- 1) Used solely to service the "insured's" residence;
  - 2) Designed to assist the handicapped; or
  - 3) A motorized golf cart while being operated to or from, or on the premises of a golf course.
- d. Aircraft meaning any contrivance used or designed for flight including any parts whether or not attached to the aircraft, except model or hobby aircraft not used or designed to carry people or cargo;
- e. Hovercraft and parts. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
- f. Property of roomers, boarders and other tenants, except property of roomers and boarders related to an "insured";
- g. Property in an apartment regularly rented or held for rental to others by an "insured", except as provided in **E. 10. Landlord's Furnishings** under **SECTION I - PROPERTY COVERAGES**;

- h. Property rented or held for rental to others off the "residence premises";
- i. "Business" data, including such data stored in:
- 1) Books of account, drawings or other paper records; or
  - 2) Computers and related equipment.
- We do cover the cost of blank recording or storage media, and of pre-recorded computer programs available on the retail market;
- j. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds except as provided in **E. 6. Credit Card, Electronic Fund Transfer Card or Access Device, Forgery and Counterfeit Money** under **SECTION I - PROPERTY COVERAGES**; or
- k. Water or steam.

#### **D. COVERAGE D - Loss Of Use**

The limit of liability for Coverage **D** is the total limit for the coverages in **1. Additional Living Expense**, **2. Fair Rental Value**, and **3. Civil Authority Prohibits Use** below.

##### **1. Additional Living Expense**

If a loss covered under Section **I** makes that part of the "residence premises" where you reside not fit to live in, we cover any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere.

##### **2. Fair Rental Value**

If a loss covered under Section **I** makes that part of the "residence premises" rented to others or held for rental by you not fit to live in, we cover the fair rental value of that part of the "residence premises" rented to others or held for rental by you less any expenses that do not continue while the premises is not fit to live in.

Payment will be for the shortest time required to repair or replace that part of the premises rented or held for rental.

##### **3. Civil Authority**

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If a civil authority prohibits you from use of the "residence premises" as a result of direct damage to neighboring premises by a Peril Insured Against in this policy, we cover the Additional Living Expense and Fair Rental Value loss as provided under 1. Additional Living Expense and 2. Fair Rental Value above for no more than two weeks.

**4. Loss or Expense Not Covered**

We do not cover loss or expense due to cancellation of a lease or agreement.

The periods of time under 1. Additional Living Expense and 2. Fair Rental Value above are not limited by expiration of this policy. **The maximum period for payment shall not exceed 12 consecutive months.**

**E. ADDITIONAL COVERAGES****1. Debris Removal**

a. We will pay your reasonable expense for the removal of:

- 1) Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or
- 2) Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.

This expense is included in the limit of liability that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal expense is more than the limit of liability for the damaged property, an additional 5% of that limit of liability is available for debris removal expense.

b. We will also pay your reasonable expense, up to \$1000, for the removal from the "residence premises" of:

- 1) Your tree(s) felled by the peril of Windstorm or Hail or Weight of Ice, Snow or Sleet; or
- 2) A neighbor's tree(s) felled by a Peril Insured Against under Coverage C; provided:
- 3) The tree(s) damage(s) a covered structure;
- 4) Windstorm or Hail or Weight of Ice, Snow or Sleet causes damage to a structure covered under this policy and the Pennsylvania Governor

declares the area in which the "residence premises" is located to be a disaster area as a result of such weather conditions; or

5) The tree(s) does not damage a covered structure, but:

- a) Block(s) a driveway on the "residence premises" which prevents a "motor vehicle", that is registered for use on public roads or property, from entering or leaving the "residence premises"; or
- b) Block(s) a ramp or other fixture designed to assist a handicapped person to enter or leave the dwelling building.

The \$1000 limit is the most we will pay in any one loss regardless of the number of fallen trees. No more than \$500 of this limit will be paid for the removal of any one tree.

This coverage is additional insurance.

**2. Reasonable Repairs**

a. We will pay the reasonable cost incurred by you for necessary measures taken solely to protect covered property that is damaged by a Peril Insured Against from further damage.

b. If the measures taken involve repair to other damaged property, we will pay for those measures only if that property is covered under this policy and the damage to that property is caused by an applicable Peril Insured Against. This coverage does not:

- 1) Increase the limit of liability that applies to the covered property; or
- 2) Relieve you of your duties, in case of a loss to covered property, described in **B.4. under SECTION I - CONDITIONS**.

**3. Trees, Shrubs and Other Plants**

We cover trees, shrubs, plants or lawns, on the "residence premises", for loss caused by the following Perils Insured Against:

- a. Fire or Lightning;
- b. Explosion;
- c. Riot or Civil Commotion;
- d. Aircraft;

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- e. Vehicles not owned or operated by a resident of the "residence premises";
- f. Vandalism or Malicious Mischief; or
- g. Theft.

We will pay up to 5% of the limit of liability that applies to the dwelling or \$10,000, whichever is less, for all trees, shrubs, plants or lawns on the "residence premises". No more than \$500 of this limit will be available for any one tree, shrub or plant. We do not cover trees, shrubs, plants or lawns:

- a. Grown for "business" purposes.
- b. That are part of, or a continuation of, a forest including national forest or wildlife preserve.

This coverage is additional insurance.

**4. Fire Department Service Charge**

We will pay up to \$500 for your liability assumed by contract, agreement, ordinance or statute for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against.

This coverage is additional insurance. No deductible applies to this coverage.

**5. Property Removed**

We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 30 days while removed.

This coverage does not change the limit of liability that applies to the property being removed.

**6. Credit Card, Electronic Fund Transfer Card or Access Device, Forgery and Counterfeit Money**

- a. We will pay up to \$1000 for:

- 1) The legal obligation of an "insured" to pay because of the theft or unauthorized use of credit cards issued to or registered in an "insured's" name;
- 2) Loss resulting from theft or unauthorized use of an electronic fund transfer card or access device used for deposit, withdrawal or transfer of funds, issued to or registered in an "insured's" name;

- 3) Loss to an "insured" caused by forgery or alteration of any check or negotiable instrument; and

- 4) Loss to an "insured" through acceptance in good faith of counterfeit United States or Canadian paper currency.

All loss resulting from a series of acts committed by any one person or in which any one person is concerned or implicated is considered to be one loss.

This coverage is additional insurance. No deductible applies to this coverage.

- b. We do not cover:

- 1) Use of a credit card, electronic fund transfer card or access device:

- a) By a resident of your household;
- b) By a person who has been entrusted with either type of card or access device; or
- c) If an "insured" has not complied with all terms and conditions under which the cards are issued or the devices accessed.

- 2) Loss arising out of "business" use or dishonesty of an "insured".

- c. If the coverage in 6.a. above applies, the following defense provisions also apply:

- 1) We may investigate and settle any claim or suit that we decide is appropriate. Our duty to defend a claim or suit ends when the amount we pay for the loss equals our limit of liability.
- 2) If a suit is brought against an "insured" for liability under a.1) or 2) above, we will provide a defense at our expense by counsel of our choice.
- 3) We have the option to defend at our expense an "insured" or an "insured's" bank against any suit for the enforcement of payment under a.3) above.

**7. Loss Assessment**

- a. We will pay up to \$1000 for your share of loss assessment charged during the policy period against you as owner or tenant of the "residence premises" by a corporation or association of property owners. The assessment must be made

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as a result of direct loss to the property, owned by all members collectively, of the type that could be covered by this policy if owned by you, caused by a Peril Insured Against under Coverage **A**, other than

- 1) Earthquake; or
- 2) Land shock waves or tremors before, during or after a volcanic eruption.

The limit of \$1000 is the most we will pay with respect to any one loss, regardless of the number of assessments. We will only apply one deductible, per building or structure, to the total amount of any one loss to the property described above, regardless of the number of assessments.

- b. We do not cover loss assessments charged against you or a corporation or association of property owners by any governmental body.

This coverage is additional insurance.

**8. Collapse**

- a. With respect to this Additional coverage:

- 1) Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its current intended purpose.
- 2) A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse.
- 3) A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building.
- 4) A building or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

- b. We insure for direct physical loss to covered property involving collapse of a building or any part of a building if the collapse was caused by one or more of the following:

- 1) Perils Insured Against under Coverage **C**. These perils apply to

covered buildings and personal property for loss insured by this collapse coverage;

- 2) Decay that is hidden from view, unless the presence of such decay is known to an "insured" prior to collapse;
- 3) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an "insured" prior to collapse;
- 4) Weight of contents, equipment, animals or people;
- 5) Weight of rain which collects on a roof; or
- 6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

- c. Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under items **b.2)** through **6)** above, unless the loss is a direct result of the collapse of a building or any part of a building.
- d. This coverage does not increase the limit of liability applying to the damaged covered property.

**9. Glass or Safety Glazing Material**

- a. We cover:

- 1) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window.
- 2) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.

- b. This coverage does not include loss:

- 1) To covered property which results because the glass or safety glazing material has been broken, except as provided in **a.2)** above, or
- 2) On the "residence premises" if the dwelling has been vacant for more than 30 consecutive days

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immediately before the loss. A dwelling being constructed is not considered vacant.

- c. This coverage does not increase the limit of liability that applies to the damaged property.

#### 10. Landlord's Furnishings

We will pay up to \$2500 for your appliances, carpeting and other household furnishings, in each apartment on the "residence premises" regularly rented or held for rental to others by an "insured", for loss caused by a Peril Insured Against in C, other than Theft.

This limit is the most we will pay in any one loss regardless of the number of appliances, carpeting, or other household furnishings involved in the loss.

This coverage does not increase the limit of liability applying to the damaged property.

#### 11. Ordinance or Law

- a. You may use up to 10% of the limit of liability that applies to Coverage A for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:

- 1) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
- 2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
- 3) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or

other structure damaged by a Peril Insured Against.

- b. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris

resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in a. above.

- c. We do not cover:

- 1) The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or
- 2) The costs to comply with any ordinance or law which requires any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants" in or on any covered building or other structure.

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Chemicals include, but are not limited to, petroleum, petroleum derivatives, petroleum synthetics and farm chemicals. Waste includes materials to be recycled, reconditioned or reclaimed.

This exception applies even if the irritant or contaminant has a function with respect to your property or "business".

This coverage is additional insurance.

#### 12. Grave Markers

We will pay up to \$5000 for grave markers, including mausoleums, on or away from the "residence premises" for loss caused by a Peril Insured Against under Coverage C.

This coverage does not increase the limits of liability that apply to the damaged covered property.

### SECTION I – PERILS INSURED AGAINST

#### THIS SECTION ALSO CONTAINS EXCEPTIONS TO OR EXCLUSIONS FROM COVERAGE

#### A. COVERAGE A - Dwelling And COVERAGE B - Other Structures

1. We insure against risk of direct physical loss to property described in Coverages A and B,.
2. We do not insure, however, for loss:

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a. Excluded under **SECTION I - EXCLUSIONS;**

b. Involving collapse, other than as provided in E.8. under **SECTION I - PROPERTY COVERAGES;** and

c. Caused by:

1) Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This exclusion does not apply if you have used reasonable care to:

- a) Maintain heat in the building; or
- b) Shut off the water supply and drain all systems and appliances of water;

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

For purposes of this provision a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment;

2) Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:

- a) Fence, pavement, patio or swimming pool;
- b) Footing, foundation, bulkhead, wall, or any other structure or device that supports all or part of a building, or other structure; or
- c) Retaining wall or bulkhead that does not support all or part of a building or other structure; or
- d) Pier, wharf or dock;

3) Theft in or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;

4) Vandalism and malicious mischief, and any ensuing loss caused by any

intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;

5) Constant or repeated seepage or leakage of water or steam over a period of weeks, months or years from within:

- a) A plumbing, heating, air conditioning or automatic fire protective sprinkler system or a household appliance on the "residence premises"; or
- b) A storm drain or water, steam or sewer pipes off the "residence premises".

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment; or

6) Any of the following:

- a) Wear and tear, marring, deterioration;
- b) Mechanical breakdown, latent defect, inherent vice, or any quality in property that causes it to damage or destroy itself;
- c) Smog, rust or other corrosion, fungi, fungus, mold, wet or dry rot;
- d) Smoke from agricultural smudging or industrial operations;
- e) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against under Coverage C of this policy.

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Chemicals include, but



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are not limited to, petroleum, petroleum derivatives, petroleum synthetics and farm chemicals. Waste includes materials to be recycled, reconditioned or reclaimed;

In this provision, any reference to "pollutant" applies whether or not the irritant or contaminant has any function with respect to your property or "business".

- f) Settling, shrinking, bulging or expansion, including resultant cracking, of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings;
- g) Birds, vermin, rodents or insects; or animals owned or kept by an "insured"; or
- h) Tree, shrub, or bush roots.

#### **Exception to c.6)**

Unless the loss is otherwise excluded, we cover loss to property covered under Coverage **A** or **B** resulting from an accidental discharge or overflow of water or steam from within a:

Plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the "residence premises". This includes the cost to tear out and replace any part of a building, or other structure, on the "residence premises", but only when necessary to repair the system or appliance. However, such tear out and replacement coverage only applies to other structures if the water or steam causes actual damage to a building on the "residence premises".

We do not cover loss to the system or appliance from which this water or steam escaped.

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.

**SECTION I - EXCLUSION A.3.** Water Damage, paragraphs **a.** and **c.** that

apply to surface water and water below the surface of the ground do not apply to loss by water covered under **Exception to c.6)** above.

Under **A.2.b.** and **c.** above, any ensuing loss to property described in Coverages **A** and **B** not precluded by any other provision in this policy is covered.

#### **B. COVERAGE C - Personal Property**

We insure for direct physical loss to the property described in Coverage **C** caused by any of the following perils unless the loss is excluded in **SECTION I - EXCLUSIONS**.

##### **1. Fire Or Lightning**

##### **2. Windstorm Or Hail**

This peril does not include loss to the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow sleet, sand or dust enters through this opening.

This peril includes loss to watercraft and their trailers, furnishings, equipment, and outboard engines or motors, only while inside a fully enclosed building.

##### **3. Explosion**

##### **4. Riot Or Civil Commotion**

##### **5. Aircraft**

This peril includes self-propelled missiles and spacecraft.

##### **6. Vehicles**

##### **7. Smoke**

This peril means sudden and accidental damage from smoke, including the emission or puffback of smoke, soot, fumes or vapors from a boiler, furnace or related equipment.

This peril does not include loss caused by smoke from agricultural smudging or industrial operations.

##### **8. Vandalism Or Malicious Mischief**

##### **9. Theft**

a. This peril includes attempted theft and loss of property from a known place when it is likely that the property has been stolen.

b. This peril does not include loss caused by theft:

- 1) Committed by an "insured";

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- 2) In or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;
- 3) From that part of a "residence premises" rented by an "insured" to other than an "insured"; or
- 4) That occurs off the "residence premises" of:
  - a) Trailers, semi-trailers and campers;
  - b) Watercraft of all types, and their furnishings, equipment and outboard engines or motors; or
  - c) Property while at any other residence owned by, rented to, or occupied by an "insured", except while an "insured" is temporarily living there. Property of an "insured" who is a student is covered while at the residence the student occupies to attend school as long as the student has been there at any time during the 60 days immediately before the loss.

**10. Falling Objects**

This peril does not include loss to property contained in a building unless the roof or an outside wall of the building is first damaged by a falling object. Damage to the falling object itself is not included.

**11. Weight Of Ice, Snow Or Sleet**

This peril means weight of ice, snow or sleet which causes damage to property contained in a building.

**12. Accidental Discharge Or Overflow Of Water Or Steam**

- a. This peril means accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.
- b. This peril does not include loss:
  - 1) To the system or appliance from which the water or steam escaped;
  - 2) Caused by or resulting from freezing except as provided in Peril Insured Against 14. Freezing;

- 3) On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises";

- 4) Caused by mold, fungus or wet rot; or

- 5) Caused by constant or repeated seepage or leakage over a period of weeks, months or years.

- c. In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.

- d. **SECTION I - EXCLUSION A.3.** Water Damage, paragraphs a. and c. that apply to surface water and water below the surface of the ground do not apply to loss by water covered under this peril 12.

**13. Sudden And Accidental Tearing Apart, Cracking, Burning or Bulging**

This peril means sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

We do not cover loss caused by or resulting from freezing under this peril.

**14. Freezing**

- a. This peril means freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance but only if you have used reasonable care to:

- 1) Maintain heat in the building; or
- 2) Shut off the water supply and drain all systems and appliances of water.

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

- b. In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.

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**15. Sudden And Accidental Damage From Artificially Generated Electrical Current**

This peril does not include loss to tubes, transistors, electronic components or circuitry that are a part of appliances,

fixtures, computers, home entertainment units or other types of electronic apparatus.

**16. Volcanic Eruption**

This peril does not include loss caused by earthquake, land shock waves or tremors.

**SECTION I - EXCLUSIONS**

- A.** We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

**1. Ordinance Or Law**

Ordinance or Law means any ordinance or law:

- a.** Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This Exclusion **A.1.a.** does not apply to the amount of coverage that may be provided for in **E.11. Ordinance Or Law** under **SECTION I - PROPERTY COVERAGES;**
- b.** The requirements of which result in a loss in value to property; or
- c.** Requiring any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Chemicals include, but are not limited to, petroleum, petroleum derivatives, petroleum synthetics and farm chemicals. Waste includes materials to be recycled, reconditioned or reclaimed.

This Exclusion **1.** applies whether or not the property has been physically damaged, or even if the irritant or contaminant has a function with respect to your property or "business".

**2. Earth Movement**

Earth Movement means:

- a.** Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;

- b.** Landslide, mudslide, or mudflow;
- c.** Subsidence or sinkhole; or
- d.** Any other earth movement including earth sinking, rising or shifting;

caused by or resulting from human or animal forces or any act of nature unless direct loss by fire or explosion ensues and then we will pay only for the damage caused by the ensuing cause of loss.

This Exclusion **2.** does not apply to loss by theft.

**3. Water Damage**

Water Damage means:

- a.** Flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
- b.** Water or water-borne material which backs up through sewers or drains or which overflows or is discharged from a sump, sump pump or related equipment; or
- c.** Water or water-borne material below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure;

caused by or resulting from human or animal forces or any act of nature.

Direct loss by fire, explosion or theft resulting from water damage is covered.

**4. Power Failure**

Power Failure means the failure of power or other utility service if the failure takes place off the "residence premises". But if the failure of power or other utility service results in a loss, from a Peril Insured Against on the "residence premises", we will pay for the loss or damage caused by that peril.

**5. Neglect**

Neglect means neglect of an "insured" to use all reasonable means to save and

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preserve property at and after the time of a loss.

**6. War**

War includes the following and any consequence of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution;
- b. Warlike act by a military force or military personnel; or
- c. Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

**7. Nuclear Hazard**

This Exclusion 7. pertains to Nuclear Hazard to the extent set forth in **M. Nuclear Hazard** Clause under **SECTION I - CONDITIONS**.

**8. Intentional Loss**

Intentional Loss means any loss arising out of any act an "insured" commits or conspires to commit with the intent to cause a loss.

In the event of such loss, no "insured" is entitled to coverage, even "insureds" who did not commit or conspire to commit the act causing the loss.

**B.** We do not insure for loss to property described in Coverages **A** and **B** caused by any of the following. However, any ensuing loss to property described in Coverages **A** and **B** not excluded or

excepted in this policy is covered.

1. Weather conditions. However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in **A.** above to produce the loss.
2. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body;
3. Faulty, inadequate or defective:
  - a. Planning, zoning, development, surveying, siting;
  - b. Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
  - c. Materials used in repair, construction, renovation or remodeling; or
  - d. Maintenance;
 of part or all of any property whether on or off the "residence premises".

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**SECTION I - CONDITIONS**


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**A. Insurable Interest and Limit of Liability**

Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:

1. To an "insured" for more than the amount of such "insured's" interest at the time of loss; or
2. For more than the applicable limit of liability.

**B. Duties After Loss**

In case of a loss to covered property, these duties must be performed either by you, an "insured" seeking coverage, or a representative of either:

1. Give prompt notice to us or our agent;
2. Notify the police in case of loss by theft;
3. Notify the credit card or electronic fund transfer card or access device company in case of loss as provided for in **E.6. Credit Card, Electronic Fund Transfer Card or Access Device, Forgery And Counterfeit Money** under **SECTION I - PROPERTY COVERAGES**;

4. Protect the property from further damage. If repairs to the property are required, you must:

- a. Make reasonable and necessary repairs to protect the property; and
- b. Keep an accurate record of repair expenses;

5. Cooperate with us in the investigation of a claim;

6. Prepare an inventory of damaged personal property showing the quantity, description, "actual cash value" and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;

7. As often as we reasonable require:

- a. Show the damaged property;
- b. Provide us with records and documents we request and permit us to make copies; and
- c. Submit to examination under oath, while not in the presence of any other "insured", and sign the same;

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8. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:

- a. The time and cause of loss;
- b. The interests of the "insureds" and all others in the property involved and all liens on the property;
- c. Other insurance which may cover the loss;
- d. Changes in title or occupancy of the property during the term of the policy;
- e. Specifications of damaged buildings and detailed repair estimates;
- f. The inventory of damaged personal property described in 6. above;
- g. Receipts for additional living expenses incurred and records that support the fair rental value loss; and
- h. Evidence or affidavit that supports a claim under E.6. Credit Card, Electronic Fund Transfer Card Or Access Device, Forgery and Counterfeit Money under **SECTION I - PROPERTY COVERAGES**, stating the amount and cause of loss.

**C. Loss Settlement**

Covered property losses are settled as follows:

1. Property of the following types:
  - a. Personal property;
  - b. Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings; and
  - c. Structures that are not buildings; and
  - d. Grave markers, including mausoleums; at "actual cash value" at the time of loss but not more than the amount required to repair or replace.
2. Buildings under Coverage A or B at replacement cost without deduction for depreciation, subject to the following:
  - a. We will pay the cost to repair or replace, after application of deductible and without deduction for depreciation, but not more than the least of the following amounts:
    - 1) The limit of liability under this policy that applies to the building;

2) The replacement cost of that part of the building damaged for like construction and use on the same premises; or

3) The necessary amount actually spent to repair or replace the damaged building.

b. We will pay no more than the "actual cash value" of the damage until actual repair or replacement is complete, unless the cost to repair or replace the damage is both:

1) Less than 5% of the amount of insurance in this policy on the building; and

2) Less than \$1,000

c. If you receive a settlement under this policy for loss or damage to buildings on an "actual cash value" basis, you may then make an additional claim for payment on a replacement cost basis provided:

1) Repair or replacement is completed within 1 year of the date of the loss, unless you request in writing that this time limit be extended for an additional 180 days; and

2) Repair or replacement is evidenced by the original of the replacement receipt, invoice or bill; and

3) You have not reached the applicable limit of liability under this policy.

**D. Loss to a Pair or Set**

In case of loss to a pair or set we may elect to:

1. Repair or replace any part to restore the pair or set to its value before the loss; or
2. Pay the difference between "actual cash value" of the property before and after the loss.

**E. Appraisal**

If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the "residence premises" is located. The

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appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.

Each party will:

1. Pay its own appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

**F. Other Insurance and Service Agreement**

If a loss covered by this policy is also covered by:

1. Other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss; or
2. A service agreement, this insurance is excess over any amounts payable under any such agreement. Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.

**G. Suit Against Us**

No action can be brought unless there has been full compliance with all of the terms under Section I of this policy and the action is started within one year after the date of loss.

**H. Our Option**

If we give you written notice within 15 working days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with material or property of like kind and quality.

**I. Loss Payment**

We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:

1. Reach an agreement with you;
2. There is an entry of a final judgment; or
3. There is a filing of an appraisal award with us.

If we have paid a loss for damage to your real or personal property, we will take appropriate deduction from any payment due for any subsequent loss for damage to the same

covered real or personal property, unless you furnish us with proof that the prior damage has been repaired.

**J. Abandonment of Property**

We need not accept any property abandoned by an "insured".

**K. Mortgage Clause**

The word "mortgagee" includes trustee.

1. If a mortgagee is named in this policy, any loss payable under Coverage **A** or **B** will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.
2. If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:
  - a. Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
  - b. Pays any premium due under this policy on demand if you have neglected to pay the premium; and
  - c. Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. **E. Appraisal, G. Suit Against Us and I. Loss Payment under SECTION I - CONDITIONS** also apply to the mortgagee.
3. If we decide to cancel or not to renew this policy, the mortgagee will be notified at least 10 days before the date cancellation or nonrenewal takes effect.
4. If we pay the mortgagee for any loss and deny payment to you:
  - a. We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
  - b. At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.
5. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

**L. No Benefit to Bailee**

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We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this policy.

#### **M. Nuclear Hazard Clause**

1. "Nuclear Hazard" means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
2. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against in Section I.
3. This policy does not apply under Section I to  
loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

#### **N. Recovered Property**

If you or we recover any property for which we have made payment under this policy, you or we will notify the other of the recovery. At your option, the property will be returned or retained by you or it will become our property. If the recovered property is returned to or retained by you, the loss payment will be adjusted based on

the amount you received for the recovered property.

#### **O. Volcanic Eruption Period**

One or more volcanic eruptions that occur within a 72-hour period will be considered as one volcanic eruption.

#### **P. Policy Period**

This policy applies only to loss which occurs during the policy period.

#### **Q. Concealment Or Fraud**

We provide coverage to no "insureds" under this policy if, whether before or after a loss, an "insured" has:

1. Intentionally concealed or misrepresented any material fact or circumstance;
2. Engaged in fraudulent conduct; or
3. Made false statements;  
relating to this insurance.

#### **R. Inflation Protection**

The company may increase the limits of liability for Coverages **A**, **B** and **C** at the beginning of each policy period, based upon reports of recognized appraisal agencies, reflecting changes in cost of construction. Payment of the continuation premium will constitute the insured's acceptance of the revised limit of liability as shown on the Homeowners Continuation Declarations.

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### **SECTION II – LIABILITY COVERAGES**

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#### **A. COVERAGE E - Personal Liability**

If a claim is made or a suit is brought against an "insured" for damages because of "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies, we will:

1. Pay up to our limit of liability for the damages for which an "insured" is legally liable; and
2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when the amount we pay for damages resulting from the "occurrence" has been exhausted by payment of a judgment or settlement.

#### **B. COVERAGE F - Medical Payments To Others**

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing "bodily injury". Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing and prosthetic devices. Medical expenses do not include expenses for funeral services. This coverage does not apply to you or regular residents of your household except "residence employees". As to others, this coverage applies only:

1. To a person on the "insured location" with the permission of an "insured"; or
2. To a person off the "insured location", if the "bodily injury":
  - a. Arises out of a condition on the "insured location" or the ways immediately adjoining;

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- b. Is caused by the activities of an "insured";
- c. Is caused by a "residence employee" in the course of the "residence employee's" employment by an "insured"; or
- d. Is caused by an animal owned by or in the care of "insured".

**SECTION II – EXCLUSIONS****A. "Motor Vehicle Liability"**

1. Coverages **E** and **F** do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence":
  - a. A law, or regulation issued by a government agency, requires the involved "motor vehicle" to have been registered for it to be used on public roads or property; or
  - b. The involved "motor vehicle" is being:
    - 1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
    - 2) Rented to others;
    - 3) Used to carry persons or cargo for a charge; or
    - 4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.
2. If Exclusion **A.1.** does not apply, there is still no coverage for "motor vehicle liability" unless the "motor vehicle" is:
  - a. In dead storage on an "insured location";
  - b. Used solely to service an "insured's" residence;
  - c. Designed to assist the handicapped and, at the time of an "occurrence", it is:
    - 1) Being used to assist a handicapped person; or
    - 2) Parked on an "insured location";
  - d. Designed for recreational use off public roads and:
    - 1) Not owned by an "insured"; or
    - 2) Owned by an "insured" provided the "occurrence" takes place on an "insured location" as defined in Definitions **B.6.a., b., d., e. or h.**; or
  - e. A motorized golf cart that is owned by an "insured", designed to carry up to 4 persons, not built or modified after

manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an "occurrence", is within the legal boundaries of:

- 1) A golfing facility and is parked or stored there, or being used by an "insured" to:
  - a) Play the game of golf or for other recreational or leisure activity allowed by the facility;
  - b) Travel to or from an area where "motor vehicle" or golf carts are parked or stored; or
  - c) Cross public roads at designated points to access other parts of the golfing facility; or
- 2) A private residential community, including its public roads upon which a motorized golf cart can legally travel, which is subject to the authority of a property owners association and contains an "insured's" residence.

**B. "Watercraft Liability"**

1. Coverages **E** and **F** do not apply to any "watercraft liability" if, at the time of an "occurrence", the involved watercraft is being:
  - a. Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;
  - b. Rented to others;
  - c. Used to carry persons or cargo for a charge; or
  - d. Used for any "business" purpose.
2. If Exclusion **B.1.** does not apply, there is still no coverage for "watercraft liability" unless, at the time of the "occurrence", the watercraft:
  - a. Is stored;



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- b. Is a sailing vessel, with or without auxiliary power that is:

- 1) Less than 26 feet in overall length; or
- 2) 26 feet or more in overall length and not owned by or rented to an "insured"; or

- c. Is not a sailing vessel and is powered by:

- 1) An inboard or inboard-outdrive engine or motor, including those that power a water jet pump, of:
  - a) 50 horsepower or less and not owned by an "insured"; or
  - b) More than 50 horsepower and not owned by or rented to an "insured"; or

- 2) One or more outboard engines or motors with:

- a) 25 total horsepower or less;
- b) More than 25 horsepower if the outboard engine or motor is not owned by an "insured";
- c) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it during the policy period; or
- d) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it before the policy period, but only if:
  - i) You declare them at policy inception; or
  - ii) Your intent to insure them is reported to us in writing within 45 days after you acquire them.

The coverages in c) and d) above apply for the policy period.

Horsepower means the maximum power rating assigned to the engine or motor by the manufacturer

#### C. "Aircraft Liability"

This policy does not cover "aircraft liability".

#### D. "Hovercraft Liability"

This policy does not cover "hovercraft liability".

#### E. COVERAGE E - Personal Liability and COVERAGE F - Medical Payments to Others

Coverages E and F do not apply to the following:

##### 1. Expected or Intended Injury

"Bodily Injury" or "property damage" which is expected or intended by an "insured" even if the resulting "bodily injury" or "property damage":

- a. Is of a different kind, quality or degree than initially expected or intended; or
- b. Is sustained by a different person, entity, real or personal property, than initially expected or intended.

##### 2. "Business"

- a. "Bodily injury" or "property damage" arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured".

This Exclusion E.2. applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

- b. This Exclusion E.2. does not apply to:

- 1) The rental or holding for rental of an "insured location";
  - a) On an occasional basis if used only as a residence;
  - b) In part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
  - c) In part, as an office, school, studio or private garage; and
- 2) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;

##### 3. Professional Services

"Bodily injury" or "property damage" arising out of the rendering of or failure to render "professional services";

##### 4. "Insured's" Premises Not An "Insured Location"

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"Bodily injury" or "property damage" arising out of a premise:

- a. Owned by an "insured";
  - b. Rented to an "insured"; or
  - c. Rented to others by an "insured";
- that is not an "insured location";

**5. War**

"Bodily injury" or "property damage" caused directly or indirectly by war, including the following and any consequence of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution;
- b. Warlike act by a military force or military personnel; or
- c. Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental;

**6. Communicable Disease**

"Bodily injury" or "property damage" which arises out of the transmission of a communicable disease by an "insured";

**7. Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse**

"Bodily injury" or "property damage" arising out of any:

- a. sexual activity or conduct,
- b. corporal punishment, or
- c. physical or mental abuse.

This exclusion applies whether or not any acts were intentional or unintentional and whether or not the acts were in violation of any criminal or penal code or statute.

**8. Controlled Substance**

"Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

**9. Pollution**

- a. "Bodily injury", "property damage", or where added by endorsement,

"personal injury" which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to "bodily injury" sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building.

- b. Any loss, cost or expense arising out of any:

- 1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- 2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

"Pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals and waste. Chemicals include, but are not limited to, petroleum, petroleum derivatives, petroleum synthetics and farm chemicals. Waste includes material to be recycled, reconditioned or reclaimed.

This exclusion does not apply to "bodily injury", "property damage", or where added by endorsement, "personal injury" arising out of heat, smoke or fumes from a hostile fire on your premises.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

We will not have a duty to defend any "insured" against a claim or suit seeking damages to which this insurance does not apply.

**10. Environmental Exposures**

"Bodily injury", "property damage", or where added by endorsement, "personal injury" arising out of:

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- a. Asbestos or any asbestos-related injury or damage including, but not limited to, any injury or damage arising out of or alleged to have arisen out of any act, error, omission, failure to warn or other duty involving asbestos, its use, exposure, existence, detection, removal, elimination or avoidance or actions arising from a failure to disclose the presence of asbestos;
- b. Electromagnetic emissions or radiation-related injury or damage including, but not limited to, any injury or damage arising out of or alleged to have arisen out of any act, error, omission, failure to warn or other duty involving any electromagnetic emissions or radiation for use, exposure, existence, detection, removal, elimination or avoidance or electrical energy;
- c. Lead or any lead-related injury or damage including, but not limited to, any injury or damage arising out of or alleged to have arisen out of any act, error, omission, failure to warn, or other duty involving lead products, their use, exposure, existence, detection, removal, elimination or avoidance; or
- d. Radon or any other radioactive emissions, manmade or natural, or any related injury or damage including, but not limited to, any injury or damage arising out of or alleged to have arisen out of any act, omission, failure to warn or other duty involving radon or any other radioactive emissions, their use, exposure, existence, detection, removal, elimination or avoidance.

**F. COVERAGE E - Personal Liability**

Coverage E does not apply to:

- 1. Liability:
  - a. For any loss assessment charged against you as a member of an association, corporation or community of property owners; except as provided in **D. Loss Assessment under SECTION II - ADDITIONAL COVERAGES;**
  - b. Under any contract or agreement entered into by an "insured". However, this exclusion does not apply to written contracts:

- 1) That directly relate to the ownership, maintenance or use of an "insured location"; or
- 2) Where the liability of others is assumed by you prior to an "occurrence";
  - unless excluded in a. above or elsewhere in this policy;
- 2. "Property damage" to property owned by an "insured". This includes costs or expenses incurred by an "insured" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an "insured location";
- 3. "Property damage" to property rented to, occupied or used by or in the care of the "insured". This exclusion does not apply to "property damage" caused by fire, smoke or explosion;
- 4. "Bodily injury" to any person eligible to receive any benefits voluntarily provided or required to be provided by an "insured" under any:
  - a. Workers' compensation law;
  - b. Non-occupational disability law; or
  - c. Occupational disease law;
- 5. "Bodily injury" or "property damage" for which an "insured" under this policy:
  - a. Is also an insured under a nuclear energy liability policy issued by the:
    - 1) Nuclear Energy Liability Insurance Association;
    - 2) Mutual Atomic Energy Liability Underwriters;
    - 3) Nuclear Insurance Association of Canada;
  - or any of their successors; or
  - b. Would be an insured under such a policy but for the exhaustion of its limit of liability; or
- 6. "Bodily injury" to you or an "insured" within the meaning of Definition 5. "Insured" paragraphs a. or b.
  - This exclusion also applies to any claim made or suit brought against you or an "insured":
    - a. To repay; or
    - b. Share damages with;

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another person who may be obligated to pay damages because of "bodily injury" to an "insured".

**G. COVERAGE F - Medical Payments To Others**

Coverage F does not apply to "bodily injury":

1. To a "residence employee" if the bodily injury":
  - a. Occurs off the "insured location"; and
  - b. Does not arise out of or in the course of the "residence employee's" employment by an "insured";
2. To any person eligible to receive benefits voluntarily provided or required to be provided under any:

- a. Workers' compensation law;
- b. Non-occupational disability law; or
- c. Occupational disease law;

## 3. From any:

- a. Nuclear reaction;
- b. Nuclear radiation; or
- c. Radioactive contamination;

all whether controlled or uncontrolled or however caused; or

- d. Any consequence of any of these; or

## 4. To any person, other than a "residence employee" of an "insured", regularly residing on any part of the "insured location".

**SECTION II – ADDITIONAL COVERAGES**

We cover the following in addition to the limit of liability:

**A. Claim Expenses**

We pay:

1. Expenses we incur and costs taxed against an "insured" in any suit we defend;
2. Premiums on bonds required in a suit we defend, but not for bond amounts more than the Coverage E limit of liability. We need not apply for or furnish any bond;
3. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$250 per day, for assisting us in the investigation or defense of a claim or suit; and
4. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.
5. Prejudgment interest awarded against an "insured" on that part of the judgment we pay. Any prejudgment interest awarded against an "insured" is subject to the applicable Pennsylvania Rules of Civil Procedure.

**B. First Aid Expenses**

We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this policy. We will not pay for first aid to an "insured".

**C. Damage to Property of Others**

1. We will pay, at replacement cost, up to \$1000 per "occurrence" for "property

damage" to property of others caused by an "insured".

## 2. We will not pay for "property damage":

- a. To the extent of any amount recoverable under Section I;
- b. Caused intentionally by an "insured" who is 13 years of age or older;
- c. To property owned by an "insured";
- d. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
- e. Arising out of:
  - 1) A "business" engaged in by an "insured";
  - 2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or
  - 3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, watercraft or "motor vehicles".

This exclusion e.3) does not apply to a "motor vehicle" that:

- a) Is designed for recreational use off public roads;
- b) Is not owned by an "insured"; and
- c) At the time and place of an "occurrence", is not required by law, or regulation issued by a government agency, to have been registered for it to be used on public roads or property.

**D. Loss Assessment.**

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1. We will pay up to \$1000 for your share of loss assessment charged during the policy period against you, as owner or tenant of the "residence premises", during the policy period by a corporation or association of property owners, when the assessment is made as a result of:
  - a. "Bodily injury" or "property damage" not excluded from coverage under **SECTION II - EXCLUSIONS**; or
  - b. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided such person:
    - 1) Is elected by the members of a corporation or association of property owners; and
    - 2) Serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.
2. Paragraph I. Policy Period under **SECTION II - CONDITIONS** does not apply to this Loss Assessment Coverage.
3. Regardless of the number of assessments, the limit of \$1000 is the most we will pay for loss arising out of:
  - a. One accident, including continuous or repeated exposure to substantially the same general harmful condition; or
  - b. A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.
4. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

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## SECTION II - CONDITIONS

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**A. Limit of Liability**

Our total liability under Coverage E for all damages resulting from any one "occurrence" will not be more than the Coverage E limit of liability shown in the Declarations. This limit is the same regardless of the number of "insureds", claims made or persons injured. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence".

Our total liability under Coverage F for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the Coverage F limit of liability shown in the Declarations.

**B. Severability of Insurance**

This insurance applies separately to each "insured". This condition will not increase our limit of liability for any one "occurrence".

**C. Duties After Occurrence**

In case of an "occurrence," you or another "insured" will perform the following duties that apply. You will help us by seeing that these duties are performed:

1. Give written notice to us or our agent as soon as is practical, which sets forth:
  - a. The identity of the policy and "named insured" shown in the Declarations;

- b. Reasonably available information on the time, place and circumstances of "occurrence"; and
- c. Names and addresses of any claimants and witnesses;
2. Cooperate with us in the investigation, settlement or defense of any claim or suit;
3. Promptly forward to us every notice, demand, summons or other process relating to the "occurrence";
4. At our request, help us:
  - a. To make settlement;
  - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
  - c. With the conduct of suits and attend hearings and trials; and
  - d. To secure and give evidence and obtain the attendance of witnesses;
5. With respect to **C. Damage to Property of Others** under **SECTION II - ADDITIONAL COVERAGES**, submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in the "insured's" control;
6. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur

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expense other than for first aid to others at the time of the "bodily injury".

**D. Duties Of An Injured Person - Coverage F - Medical Payments To Others**

1. The injured person or someone acting for the injured person will:
  - a. Give us written proof of claim, under oath if required, as soon as is practical; and
  - b. Authorize us to obtain copies of medical reports and records.
2. The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

**E. Payment Of Claim - Coverage F - Medical Payments To Others**

Payment under this coverage is not an admission of liability by an "insured" or us.

**F. Suit Against Us**

1. No action can be brought against us unless there has been full compliance with all of the terms under this Section II.
2. No one will have the right to join us as a party to any action against an "insured".

3. Also, no action with respect to Coverage E can be brought against us until the obligation of such "insured" has been determined by final judgment or agreement signed by us.

**G. Bankruptcy Of An Insured**

Bankruptcy or insolvency of an "insured" will not relieve us of our obligations under this policy.

**H. Other Insurance**

This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

**I. Policy Period**

This policy applies only to "bodily injury" or "property damage" which occurs during the policy period.

**J. Concealment Or Fraud**

We do not provide coverage to an "insured" who, whether before or after a loss, has:

1. Intentionally concealed or misrepresented any material fact or circumstance;
2. Engaged in fraudulent conduct; or
3. Made false statements; relating to this insurance.

**SECTIONS I AND II - CONDITIONS****A. Liberalization Clause**

If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

1. A subsequent edition of this policy; or
2. An amendatory endorsement.

**B. Waiver Or Change Of Policy Provisions**

A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.

**C. Cancellation**

1. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
2. We may cancel this policy only for the reasons stated below by letting the "named insured" know in writing of the date cancellation takes effect. This cancellation notice may be delivered to the "named insured", or mailed to the "named insured" at the "named insured's" mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.
  - a. When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting the "named insured" know at least 30 days before the date cancellation takes effect.
  - b. When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:
    - 1) If this policy was obtained through material misrepresentation, fraudulent statements, omissions or

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concealment of fact material to the acceptance of the risk or to the hazard assumed by us;

- 2) If there has been a substantial change or increase in hazard in the risk assumed by us subsequent to the date the policy was issued;
- 3) If there is a substantial increase in hazard insured against by reason of willful or negligent acts or omissions by the "insured";
- 4) If the "insured" has failed to pay the premium by the due date, whether payable to us or to our agent or under any finance or credit plan; or
- 5) For any other reason approved by the Pennsylvania Insurance Commissioner.

This can be done by letting the "named insured" know at least 30 days before the date cancellation takes effect.

This provision shall not apply if you have demonstrated by some overt action to us or to our agent that you wish the policy to be cancelled.

3. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
4. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

#### D. Nonrenewal

We will not fail to renew this policy except for one of the reasons referred to in **C. Cancellation** above. We may refuse to renew for one of the listed reasons by delivering to the "named insured", or mailing to the "named insured" at the "named insured's" mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

This provision does not apply if:

1. We have indicated our willingness to renew and the "insured" has failed to pay the premium by the due date; or
2. You have indicated to us or our agent that you do not wish the policy to be renewed.

#### E. Assignment

Assignment of this policy will not be valid unless we give our written consent.

#### F. Subrogation

An "insured" may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

If an assignment is sought, an "insured" must sign and deliver all related papers and cooperate with us.

Subrogation does not apply to Coverage **F** or Paragraph C. Damage To Property Of Others under **SECTION II - ADDITIONAL COVERAGES.**

#### G. Death

If any person named in the Declarations or the spouse, if a resident of the same household, dies, the following apply:

1. We insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the policy at the time of death; and
2. Insurance under this policy will continue as provided in **a.** or **b.** below, whichever is later:
  - a.** For 180 days after your death regardless of the policy period shown in the Declarations, unless your premises and property, covered under the policy at the time of your death, is sold prior to that date; or
  - b.** Until the end of the policy period shown in the Declarations, unless your premises and property, covered under the policy at the time of your death, is sold prior to that date.

Coverage during the period of time after your death is subject to all the provisions of this policy including payment of any premium due for the policy period shown in the Declarations and any extension of that period.
3. "Insured" includes:
  - a.** An "insured" who is a member of your household at the time of your death, but only while a resident of the "residence premises"; and

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- b. With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

**H. Dwelling**

We insure the dwelling, as described in the Declarations of this policy, only as the "residence premises", while occupied by the

"insured", as the owner, for dwelling purposes and not otherwise. This condition applies, at the time of loss, to **COVERAGE A – Dwelling, COVERAGE B – Other Structures** and **COVERAGE C – Personal Property** as provided by this contract.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SPECIAL PROVISIONS – PENNSYLVANIA****SECTION I – PROPERTY COVERAGES**

In Forms **HO 3**, and **HO 5**, item **E.1.b.** is deleted and replaced by the following:

- b. We will also pay the reasonable expense you incur, up to \$1000, for the removal from the "residence premises" of:

- 1) Your tree(s) felled by the peril of Windstorm or Hail or Weight of Ice, Snow or Sleet; or
- 2) A neighbor's tree(s) felled by a Peril Insured Against under Coverage **C**;

provided:

- a) The tree(s) damage(s) a covered structure;
- b) Windstorm or Hail or Weight of Ice, Snow or Sleet causes damage to a structure covered under this policy and the Pennsylvania Governor declares the area in which the "residence premises" is located to be a disaster area as a result of such weather conditions; or
- c) The tree(s) does not damage a covered structure, but:
  - i) Block(s) a driveway on the "residence premises" which prevents a "motor vehicle", that is registered for use on public roads or property, from entering or leaving the "residence premises"; or
  - ii) Block(s) a ramp or other fixture designed to assist a handicapped person to enter or leave the dwelling building.

The \$1000 limit is the most we will pay in any one loss regardless of the number of fallen trees. No more than \$500 of this limit will be paid for the removal of any one tree.

This coverage is additional insurance.

In Form **HO 6**, item **D.1.b.** is deleted and replaced by the following:

- b. We will also pay the reasonable expense you incur, up to \$1000, for the removal from the "residence premises" of:

- 1) Your tree(s) felled by the peril of Windstorm or Hail or Weight of Ice, Snow or Sleet; or
- 2) A neighbor's tree(s) felled by a Peril Insured Against under Coverage **C**;

provided:

- a) The tree(s) damage(s) a covered structure;
- b) Windstorm or Hail or Weight of Ice, Snow or Sleet causes damage to a structure covered under this policy and the Pennsylvania Governor declares the area in which the "residence premises" is located to be a disaster area as a result of such weather conditions; or
- c) The tree(s) does not damage a covered structure, but:
  - i) Block(s) a driveway on the "residence premises" which prevents a "motor vehicle", that is registered for use on public roads or property, from entering or leaving the "residence premises"; or
  - ii) Block(s) a ramp or other fixture designed to assist a handicapped person to enter or leave the dwelling building.

The \$1000 limit is the most we will pay in any one loss regardless of the number of fallen trees. No more than \$500 of this limit will be paid for the removal of any one tree.

This coverage is additional insurance.

**SECTION I - EXCLUSIONS**

In Forms **HO3**, **HO4**, **HO5**, and **HO6**, item **A.8.** is deleted and replaced by the following:

**8. Intentional Loss**

- a. Intentional Loss means any loss arising out of any act an "insured" commits or conspires to commit with the intent to cause a loss.

In the event of such loss, no "insured" is entitled to coverage, even "insureds" who

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did not commit or conspire to commit the act causing the loss.

- b. However, this exclusion will not apply to deny payment to the "insured" who did not cooperate in or contribute to the creation of the loss if the loss:

- 1) Is otherwise covered property under Coverage A, B, or C of the policy; and
- 2) Arises out of abuse to that innocent "insured" by another "insured".

With respect to this provision, abuse means:

- a. Abuse as defined in the Pennsylvania Protection From Abuse Act; or
- b. Attempting to cause or intentionally, knowingly or recklessly causing damage to covered property so as to intimidate or attempt to control the behavior of another person.

If we pay a claim under this provision 8.b., our payment to the "insured" is limited to that "insured's" insurable interest in the property. In no event will we pay more than the Limit of Liability.

## SECTION I AND II - CONDITIONS

In Forms **HO 3**, **HO 5**, and **HO 6**, item **I.** is added:

### **I. Dividends**

The first named insured is entitled to any dividends which are declared by the Board of Directors and are applicable to coverages in this policy.

In Form **HO 4**, item **H.** is added:

### **H. Dividends**

The first named insured is entitled to any dividends which are declared by the Board of Directors and are applicable to coverages in this policy.

In forms **HO 3**, **HO 5** and **HO 6**, item **J.** is added:

### **J. Change in Circumstances**

You have a duty to notify us as soon as reasonably possible of any change which may affect the premium or risk under this policy. This includes, but is not limited, changes:

1. in the title/ownership of the "residence premises"; or
2. in the occupancy or use of the "residence premises".

All other provisions of this policy apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PREMIER HOMEOWNERS ENDORSEMENT****FOR USE WITH FORM HO-3 ONLY****DEFINITIONS**

The following definition is added:

- 14. "Personal injury"** means injury arising out of one or more of the following offenses during the policy period:
- a. false arrest, detention or imprisonment, or malicious prosecution;
  - b. libel, slander or defamation of character; or
  - c. invasion of privacy, wrongful eviction or wrongful entry.

**SECTION I - PROPERTY COVERAGES****COVERAGE C - Personal Property**

- 2. Limit For Property At Other Residences** is deleted and replaced by the following:

**2. Limit For Property At Other Residences**

Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises", is 30% of the limit of liability for Coverage C, or \$1000, whichever is greater. However, this limitation does not apply to personal property:

- a. Moved from the "residence premises" because it is being repaired, renovated or rebuilt and is not fit to live in or store property in; or
  - b. In a newly acquired principal residence for 60 days from the time you begin to move the property there.
- 3. Special Limits of Liability** is deleted and replaced by the following:
- 3. Special Limits of Liability**
- These special limits do not increase the Coverage C limit of liability. The special limit for each category below is the total limit for each loss for all property in that category.
- a. \$1000 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, coins, medals, scrip, stored value cards and smart cards.
  - b. \$5000 on securities, accounts, deeds, evidences of debt, letters of credit, notes

other than bank notes, manuscripts, personal records, passports, tickets and stamps. This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.

This limit includes the cost to research, replace or restore the information from the lost or damaged material.

- c. \$2500 on watercraft of all types, including their trailers, furnishings, equipment and outboard engines or motors.
- d. \$3000 on trailers or semi-trailers not used with watercraft of all types.
- e. \$5000 for loss by theft of jewelry, watches, furs, precious and semi-precious stones.
- f. \$5000 for loss by theft of firearms and related equipment.
- g. \$10000 for loss by theft of silverware, silver-plated ware, goldware, gold-plated ware, platinumware, platinum plated ware, and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.
- h. \$10000 on property, on the "residence premises", used mainly for "business" purposes.
- i. \$1000 on property, away from the "residence premises", used mainly for "business" purposes. However, this limit does not apply to loss to electronic apparatus and other property as described in categories j. and k. below.
- j. \$2000 on electronic apparatus and accessories, while in or upon a "motor vehicle", but only if the apparatus is equipped to be operated by power from the "motor vehicle's" electrical system while still capable of being operated by other power sources. Accessories include:
  - 1) antennas;
  - 2) tapes, wires, records, discs or other media;
 that can be used with any apparatus described in this category j.

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- k. \$2000 on electronic apparatus and accessories used mainly for "business", while away from the "residence premises" and not in or upon a "motor vehicle". The apparatus must be equipped to be operated by power from the "motor vehicle's" electrical system while still capable of being operated by other power sources. Accessories include:

- 1) antennas;
- 2) tapes, wires, records, discs or other media;

that can be used with any apparatus described in this category k.

**COVERAGE D – Loss Of Use****3. Civil Authority**

The following is added:

Policy deductible does not apply.

**ADDITIONAL COVERAGES**

The following coverages are amended or added:

1. **Debris Removal** is deleted and replaced by the following:

**1. Debris Removal**

- a. We will pay your reasonable expense for the removal of:

- 1) Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or
- 2) Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.

This expense is included in the limit of liability that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal expense is more than the limit of liability for the damaged property, an additional 20% of that limit of liability is available for debris removal expense.

- b. We will also pay your reasonable expense, up to \$5000, for the removal from the "residence premises" of:

- 1) Your tree(s) felled by the peril of Windstorm or Hail or Weight of Ice, Snow or Sleet; or
- 2) A neighbor's tree(s) felled by a Peril Insured Against under Coverage C;

provided the tree(s):

- 3) Damage(s) a covered structure;

- 4) Does not damage a covered structure, but:

- a) Block(s) a driveway on the "residence premises" which prevents a "motor vehicle", that is registered for use on public roads or property, from entering or leaving the "residence premises"; or
- b) Block(s) a ramp or other fixture designed to assist a handicapped person to enter or leave the dwelling building.

The \$5000 limit is the most we will pay in any one loss regardless of the number of fallen trees. No more than \$1000 of this limit will be paid for the removal of any one tree.

This coverage is additional insurance.

3. **Trees, Shrubs and Other Plants** is deleted and replaced by the following:

**3. Trees, Shrubs and Other Plants**

We cover trees, shrubs, plants or lawns, on the "residence premises", for loss caused by the following Perils Insured Against:

- a. Fire or Lightning;
- b. Explosion;
- c. Riot or Civil Commotion;
- d. Aircraft;
- e. Vehicles not owned or operated by a resident of the "residence premises";
- f. Vandalism or Malicious Mischief; or
- g. Theft.

We will pay up to 5% of the limit of liability that applies to the dwelling or \$10,000, whichever is less, for all trees, shrubs, plants or lawns on the "residence premises". No more than \$1000 of this limit will be available for any one tree, shrub or plant.

We do not cover trees, shrubs, plants or lawns:

- a. Grown for "business" purposes; or
- b. Are part of, or a continuation of, a forest including national forest or wildlife preserve.

This coverage is additional insurance.

**6. Credit Card, Electronic Fund Transfer Card or Access Device, Forgery and Counterfeit Money**

The first sentence of item a. is deleted and replaced by the following:

- a. We will pay up to \$10000 for:

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**7. Loss Assessment**

Item a. is deleted and replaced by the following:

- a. We will pay up to \$5000 for your share of loss assessment charged during the policy period against you as owner or tenant of the "residence premises" by a corporation or association of property owners. The assessment must be made as a result of direct loss to the property, owned by all members collectively, of the type that could be covered by this policy if owned by you, caused by a Peril Insured Against under Coverage A, other than

- 1) Earthquake; or
- 2) Land shock waves or tremors before, during or after a volcanic eruption.

The limit of \$5000 is the most we will pay with respect to any one loss, regardless of the number of assessments. We will only apply one deductible, per building or structure, to the total amount of any one loss to the property described above, regardless of the number of assessments.

**11. Ordinance or Law**

The first sentence of item a. is deleted and replaced by the following:

- a. You may use up to 20% of the limit of liability that applies to Coverage A for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:

**13. Consequential Loss to Refrigerated Contents**

We will pay an amount not to exceed \$500 per occurrence for loss or damage to contents of freezer or refrigerated units on the "residence premises". The contents must be owned by the "insured" and the loss or damage caused by a change in temperature resulting from:

- a. interruption of electrical current to refrigeration equipment caused by damage to the generating or transmission equipment.
- b. mechanical or electrical breakdown of the refrigeration system.

The "insured" must exercise diligence in inspecting and maintaining refrigeration equipment. If interruption of electrical service or mechanical or electrical breakdown is known, all reasonable means must be used to protect the covered property from further damage or this coverage is void.

No deductible applies.

Exclusion A.4. **Power Failure** is deleted with respect to coverage provided under **ADDITIONAL COVERAGES, 13. Consequential Loss to Refrigerated Contents.**

**14. Lock Replacement**

If your keys to your house are lost or stolen, we will pay the cost of replacing the locks, up to \$1,000. You must notify us in writing within 72 hours of discovering the loss.

There is no deductible for this coverage.

**SECTION II - LIABILITY COVERAGES**

**A. COVERAGE E - Personal Liability** is deleted and replaced by the following:

**A. COVERAGE E - Personal Liability**

If a claim is made or a suit is brought against an "insured" for damages because of "bodily injury" or "property damage" caused by an "occurrence" or "personal injury" to which this coverage applies, we will:

1. Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and
2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when the amount we pay for damages resulting from the "occurrence" has been exhausted by payment of a judgment or settlement.

**SECTION II -- EXCLUSIONS****B. "Watercraft Liability"**

Exclusion B.2.c.2) is deleted and replaced by the following:

- 2) One or more outboard engines or motors with:
  - a) 100 total horsepower or less;
  - b) More than 100 horsepower if the outboard engine or motor is not owned by an "insured";
  - c) More than 100 horsepower if the outboard engine or motor is owned by an "insured" who acquired it during the policy period; or
  - d) More than 100 horsepower if the outboard engine or motor is owned by an "insured" who acquired it before the policy period, but only if:

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- i) You declare them at policy inception; or
- ii) Your intent to insure them is reported to us in writing within 45 days after you acquire them.

The coverages in c) and d) above apply for the policy period.

**SECTION II -- EXCLUSIONS** in paragraphs E., F., and G. do not apply to "personal injury".

"Personal injury" coverage does not apply to:

- a. liability assumed by the "insured" under any contract or agreement except any indemnity obligation assumed by the "insured" under a written contract directly relating to the ownership, maintenance or use of an "insured location";
- b. injury caused by a violation of a penal law or ordinance committed by or with the knowledge or consent of an "insured";
- c. injury sustained by any person as a result of an offense directly or indirectly related to the employment of this person by an "insured";
- d. injury arising out of the "business" pursuits of an "insured";
- e. civic or public activities performed for pay by an "insured".

- f. "personal injury" to you or an "insured" within the meaning of Definition 5. "Insured" paragraphs a. or b.

This exclusion also applies to any claim made or suit brought against you or an "insured":

- 1) To repay; or
- 2) Share damages with;  
another person who may be obligated to pay damages because of "personal injury" to an "insured".

**SECTION II - ADDITIONAL COVERAGES**

**D. Loss Assessment**

The first sentence of item 1. is deleted and replaced by the following:

- 1. We will pay up to \$5000 for your share of loss assessment charged during the policy period against you, as owner or tenant of the "residence premises", during the policy period by a corporation or association of property owners, when the assessment is made as a result of:

The first sentence of item 3. is deleted and replaced by the following:

- 3. Regardless of the number of assessments, the limit of \$5000 is the most we will pay for loss arising out of:

12559 (06-05)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### REPLACEMENT COST ENDORSEMENT

- I. It is agreed that **provisions** of this policy applicable to Coverage C -- Unscheduled Personal Property are amended to substitute the term "**replacement cost**" for the term "**actual cash value**" wherever it appears, subject to the following exclusions, conditions and definition:
- II. It is further agreed that Additional Conditions -- **Replacement Cost** -- Coverages A and B of the policy to which this endorsement is attached, insofar as it relates to the exclusion of outdoor radio and television aerials, carpeting, awnings, domestic appliances and outdoor equipment is hereby amended, and that loss from a covered peril to those items shall be adjusted on a "**replacement cost**" basis rather than on an "**actual cash value**" basis, subject to the following exclusions, conditions and definition.

#### EXCLUSIONS

THE COMPANY SHALL NOT BE LIABLE UNDER THIS ENDORSEMENT FOR **REPLACEMENT COST** FOR LOSS OR DAMAGE TO:

1. PAINTINGS, ETCHINGS, PICTURES, TAPESTRIES, STATUARY, ARTICLES MADE OF MARBLE, BRONZES, ANTIQUES, RARE BOOKS, PORCELAINS, RARE GLASSWARE OR ANY OTHER ARTICLES WHICH, BECAUSE OF THEIR INHERENT NATURE, CANNOT BE REPLACED WITH NEW ARTICLES.
2. MEMORABILIA, SOUVENIRS, COLLECTORS ITEMS, AND SIMILAR ARTICLES WHOSE AGE OR HISTORY CONTRIBUTE SUBSTANTIALLY TO THEIR VALUE.
3. RECORDS, FILMS, TAPES OR OTHER MAGNETIC RECORDINGS, COMPACT DISC.
4. BUSINESS PROPERTY AND PROPERTY OF OTHERS, EITHER ON OR OFF THE DESCRIBED PREMISES.

#### CONDITIONS

- A. THE COMPANY SHALL ONLY BE LIABLE UNDER THIS ENDORSEMENT:
  1. FOR ANY LOSS TO PROPERTY OWNED BY AN **INSURED**;
  2. FOR ANY LOSS TO PROPERTY WHICH HAS BEEN MAINTAINED IN GOOD AND WORKABLE CONDITION AND IS BEING USED OR STORED FOR USE BY THE **INSURED**;
  3. WHEN THE DAMAGED, DESTROYED, OR STOLEN PROPERTY HAS ACTUALLY BEEN REPAIRED OR REPLACED BY THE **INSURED**;
- B. PERSONAL PROPERTY **REPLACEMENT COST** COVERAGE WILL ALSO APPLY TO THE FOLLOWING ARTICLES OR CLASSES OF PROPERTY IF THEY ARE SEPARATELY DESCRIBED AND SPECIFICALLY INSURED IN THIS POLICY:
  1. JEWELRY;
  2. FURS AND GARMENTS TRIMMED WITH FUR OR CONSISTING PRINCIPALLY OF FUR;
  3. CAMERAS, PROJECTION MACHINES, FILMS AND RELATED ARTICLES OF EQUIPMENT;
  4. MUSICAL EQUIPMENT AND RELATED ARTICLES OF EQUIPMENT;
  5. SILVERWARE, SILVER-PLATED WARE, GOLDWARE, GOLD-PLATED WARE AND PEWTERWARE, BUT EXCLUDING PENS, PENCILS, FLASKS, SMOKING IMPLEMENTS OR JEWELRY; AND
  6. GOLFER'S EQUIPMENT MEANING GOLF CLUBS, GOLF CLOTHING AND GOLF EQUIPMENT. PERSONAL PROPERTY REPLACEMENT COST COVERAGE WILL NOT APPLY TO OTHER CLASSES OF PROPERTY SEPARATELY DESCRIBED AND SPECIFICALLY INSURED.
- C. THE COMPANY'S LIABILITY FOR LOSS UNDER THIS ENDORSEMENT SHALL NOT EXCEED THE SMALLEST OF THE FOLLOWING AMOUNTS:

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**12559 (06-05)**

1. THE LIMIT OF LIABILITY OF THIS POLICY APPLICABLE TO THE DAMAGED, DESTROYED, OR STOLEN PROPERTY;
  2. THE REPLACEMENT COST OF THE PROPERTY OR ANY PART THEREOF; OR
  3. THE AMOUNT ACTUALLY AND NECESSARILY SPENT BY THE INSURED IN REPAIRING THE PROPERTY OR ANY PART THEREOF.
- D. THE COMPANY RESERVES THE RIGHT TO REPLACE AT ITS COST ANY ITEM(S) DAMAGED, DESTROYED, OR STOLEN WITHOUT OBLIGATION TO REPLACE ALL ITEMS.
- E. WHEN THE REPLACEMENT COST IS MORE THAN \$500, WE WILL PAY NO MORE THAN THE ACTUAL CASH VALUE FOR THE LOSS OR DAMAGE UNTIL THE ACTUAL REPAIR OR REPLACEMENT IS COMPLETE.
- F. IF YOU RECEIVE A SETTLEMENT UNDER THIS POLICY FOR PERSONAL PROPERTY ON AN "ACTUAL CASH VALUE" BASIS, YOU MAY THEN MAKE AN ADDITIONAL CLAIM FOR PAYMENT ON A REPLACEMENT COST BASIS PROVIDED:
1. REPAIR OR REPLACEMENT IS COMPLETED WITHIN 1 YEAR OF THE DATE OF THE LOSS UNLESS YOU REQUEST IN WRITING THAT THIS TIME LIMIT BE EXTENDED FOR AN ADDITIONAL 180 DAYS; AND
  2. YOU HAVE NOT REACHED THE APPLICABLE LIMIT OF LIABILITY UNDER THIS POLICY.
- G. REPAIR OR REPLACEMENT MUST BE EVIDENCED BY THE ORIGINAL OF THE REPLACEMENT RECEIPT, INVOICE OR BILL.

**DEFINITION OF REPLACEMENT COST**

**"REPLACEMENT COST"** means the cost, at the time of loss, of a new article identical to the one damaged, destroyed or stolen. When the identical article is no longer manufactured or is not available, replacement cost shall mean the cost of a new article similar to that damaged, destroyed, or stolen and which is of comparable quality and usefulness.



12567P (11-04)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DWELLING REPLACEMENT COST**

In return for your having:

- 1) furnished us accurate information for replacement cost estimation,
- 2) insured your dwelling to at least 100% of its replacement cost as determined by an Allied replacement cost estimation or an inspection performed by a recognized appraisal agency authorized by Allied,
- 3) paid the additional premium, and
- 4) agreed to notify us within 90 days of the start of any alterations which increase the replacement cost of your dwelling more than \$5,000, and pay any resulting additional premium;

we will settle covered losses to the dwelling under Coverage **A**, up to 125% of the limit of liability shown in the Declarations for Coverage **A** as follows:

- 1) we will pay the cost of repair or replacement, but not exceeding the replacement cost of that part of the building damaged, for like construction and use on the same premises;
- 2) we will pay the actual cash value of the damage until actual repair or replacement is completed.

You may make an additional claim for payment on a replacement cost basis provided:

- a) repair or replacement is completed within 1 year of the date of the loss unless you request in writing that this time limit be extended for an additional 180 days; and
- b) repair or replacement is evidenced by the original of the replacement receipt, invoice or bill; and
- c) you have not reached the applicable limit of liability under this policy.

This endorsement does not increase the coverage limits of Coverage **B**, **C** or **D** of the attached policy.

HO 55 (05-05)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**IDENTITY THEFT OR IDENTITY FRAUD EXPENSES COVERAGE****DEFINITIONS**

With respect to the provisions of this endorsement only, the following definitions are added:

1. "Identity theft or identity fraud" means the act of knowingly using or transferring without legal authority personal identifying information of an "insured" such as name, social security number, driver's license number, bank account number(s) or credit card number(s) with the intent to commit, or to aid or abet another to commit, any illegal activity that constitutes a felony under any applicable state or local law or violation of federal law.
2. "Expenses" means:
  - a. Costs of executing affidavits or similar documents attesting to theft or fraud required by credit grantors, credit agencies or similar financial institutions.
  - b. Costs for certified mail to credit grantors, credit agencies, or similar financial institutions and law enforcement agencies.
  - c. Lost income resulting from time taken off work to complete theft or fraud affidavits, talk to or meet with credit grantors, credit agencies or similar financial institutions, law enforcement agencies and or legal counsel, up to a maximum of \$250 per day. Total payment for lost income is not to exceed \$5,000.
  - d. Loan application fees for re-applying for a loan or loans where the original application is rejected solely because the lender received incorrect credit information.
  - e. Reasonable attorney fees incurred by "you" as a result of "identity theft or identity fraud" to:
    - 1) Defend lawsuits brought against an "insured" by financial institutions, merchants, or collection agencies;
    - 2) Remove any civil or criminal judgments wrongly entered against an "insured"; and
    - 3) Challenge the completeness or accuracy of any information in a consumer credit report.

- f. Charges incurred for long distance telephone calls to law enforcement agencies, merchants, credit grantors, credit agencies or similar financial institutions to report or discuss an actual "identity theft or identity fraud".

The following additional coverage is added under **SECTION I:**

**IDENTITY THEFT OR IDENTITY FRAUD EXPENSES**

Any act or series of acts committed by one or more persons, or in which such person or persons are aiding or abetting others against an "insured", is considered to be one "identity theft or identity fraud", even if a series of acts continues into a subsequent policy period.

- "Identity theft or identity fraud" must occur while this coverage is part of "your" policy; and
- "Identity theft or identity fraud" expenses must be incurred while this coverage is part of "your" policy or within 180 days after this coverage is terminated.

If this coverage is terminated, "our" total liability for "expenses" incurred by "you" during the 180 days after the termination will not exceed the amount equaling the difference between the limit at the time coverage terminated and the amount "we" already reimbursed "you" during that policy period.

"We" may offer, at "our" option, to refer "you" to a firm that:

- "you" can authorize to work on "your" behalf to assist "you" in reporting and addressing the effects of "identity theft or identity fraud" to which coverage applies;
- will consult with "you" on measures "you" might take if "you" reasonably suspect that "you" have already become, or may become a victim of "identity theft or identity fraud" to which this coverage applies; or
- if "we" do provide "you" with such a referral, "we" will pay, subject to the terms of the referral "we" provide, that firm's charges for the work they perform

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**HO 55 (05-05)**

consistent to the terms of "our" referral, and those charges will not be subject to the limits for "identity theft or identity fraud" coverage.

"We" will pay up to \$25,000 for "expenses" incurred by an "insured" as the direct result of any single "identity theft or identity fraud" first discovered or learned of during the policy period. "Our" total liability for Identity Theft or Identity Fraud Expenses Coverage "you" incur during the policy period will not exceed this limit regardless of the number of instances or when they occurred, or the number of persons making a claim for "identity theft or identity fraud".

This coverage is additional insurance.

No deductible applies to Identity Theft or Identity Fraud Expenses Coverage.

**EXCLUSIONS**

The following additional exclusions apply to this coverage:

"We" do not cover:

1. "Expenses" arising out of the business pursuits of any "insured".

2. "Expenses" incurred due to any fraudulent, dishonest or criminal act by an "insured" or any person acting in collusion with an "insured", or by any authorized representative of an "insured", whether acting alone or in collusion with others.
3. Loss other than "expenses".
4. Loss insured under the Credit Card, Electronic Fund Transfer Card, Access Device and Forgery Coverage, under Section I of the policy.

**SECTION I – CONDITIONS**

**B. Duties After Loss**

Under item 8. the following item is added:

- i. evidence or affidavit supporting a claim including bills, receipts, or other records that support a claim for "expenses" under Identity Theft or Identity Fraud Expenses Coverage. It should state the amount and cause of loss.

All other provisions of this policy apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BACK-UP OF SEWER, DRAIN OR SUMP PUMP**

(This is not Flood Insurance)

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by this endorsement.

For an additional premium, the following coverages are provided.

**DEFINITIONS**

Under **DEFINITIONS**, the following is added.

15. "Flood" means a general and temporary condition of partial or complete inundation of normally dry land areas from:
- a. the unusual and rapid accumulation or runoff of surface waters from any source;
  - b. the overflow of inland or tidal waters including but not limited to the rising and overflow of streams, navigable rivers, or any body of water rising, swelling and overflowing its banks; or
  - c. waves, tides or tidal water.

"Flood" does not mean standing water, not caused by "flood", on the "residence premises", that does not leak or seep through walls, windows and/or external openings of the dwelling and/or other structures. Damage resulting from sewer back up, sump, sump pump or sump pump well overflow caused by "flood" is not covered by this endorsement.

**SECTION I -- PROPERTY COVERAGES**

Under **ADDITIONAL COVERAGES**, the following coverage is included.

15. **Back-up Of Sewer, Drain Or Sump Pump.** This coverage replaces any coverage for Back-up of Sewer, Drain or Sump Pump provided by Endorsement 12745.

We will provide coverage, up to **\$5,000** for direct loss to Coverage **A** - Dwelling and Coverage **C** - Personal Property caused by water which backs up through sewers or drains or water which enters into and overflows from within a sump pump, sump pump well or other type system designed to remove subsurface water which is drained from the foundation area. This coverage does not apply if the loss is caused by the insured's negligence. The greater of \$500 or policy deductible applies. We will not pay for loss that results from sewer back-up or sump pump overflow that occurs within 10 days before or 10 days after "flood" on the "residence premises".

Exclusion **A.3.b. (3.b in HO 4 and HO 6) Water Damage** is deleted with respect to coverage provided under **ADDITIONAL COVERAGES, 15. Back-up of Sewer, Drain or Sump Pump.**

Exclusion **A.4., (4. in HO 4 and HO 6), Power Failure** is deleted with respect to coverage provided under **ADDITIONAL COVERAGES, 15. Back-up of Sewer, Drain or Sump Pump.**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**FUNGI OR BACTERIA ENDORSEMENT**

FOR USE WITH FORMS HO3 and HO5

**SCHEDULE\***

The limit of liability applies to the total of all loss payable under this endorsement, regardless of the number of "occurrences", the number of claims made, or the number of locations insured under this endorsement and listed in this Schedule.

**Section I - Property Coverage Limit of Liability for the Additional Coverage "Fungi" Or Bacteria** **\$ 10,000**

\*Entries may be left blank if shown elsewhere in this policy for this coverage.

**DEFINITIONS**

The following definition is added:

**"Fungi"**

"Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

**SECTION I - PROPERTY COVERAGES****E. ADDITIONAL COVERAGES**

Paragraph 10.k.2)d) is deleted and replaced with the following in Form **HO5** only;

d) Caused by wet rot.

The following Additional Coverage is Added:

**14. RESERVED FOR FUTURE USE**

**15. RESERVED FOR FUTURE USE**

**16. RESERVED FOR FUTURE USE**

**17. RESERVED FOR FUTURE USE**

**18. "Fungi" Or Bacteria**

a. The amount shown in the Schedule above is the most we will pay for:

- 1) The total of all loss payable under Section I - Property Coverages caused by "fungi" or bacteria;
- 2) The cost to remove "fungi" or bacteria from property covered

under Section I - Property Coverages;

3) The cost to tear out and replace any part of the building or other covered property as needed to gain access to the "fungi" or bacteria; and

4) The cost of testing of air or property to confirm the absence, presence or level of "fungi" or bacteria whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of "fungi" or bacteria.

b. The coverage described in 18.a. only applies when such loss or costs are a result of a Peril Insured Against that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at and after the time the Peril Insured Against occurred.

c. The amount shown in the Schedule for this coverage is the most we will pay for the total of all loss or costs payable under this Additional Coverage regardless of the:

- 1) Number of locations insured under this endorsement; or
- 2) Number of claims made.

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This coverage does not increase the limit of liability applying to the damaged covered property.

#### SECTION I - PERILS INSURED AGAINST

In Form HO3:

##### A. COVERAGE A - Dwelling and COVERAGE B - Other Structures

Paragraph 2.c.6)c) is deleted and replaced by the following:

- c) Smog, rust or other corrosion, wet or dry rot;

##### B. COVERAGE C - Personal Property

##### 12. Accidental Discharge Or Overflow Of Water Or Steam

Paragraph b.4) is deleted and replaced by the following:

- 4) Caused by wet rot.

In Form HO5:

##### A. Under Coverages A, B and C:

Paragraph 2.e.3) is deleted and replaced by the following:

- 3) Smog, rust or other corrosion, wet or dry rot;

#### SECTION I - EXCLUSIONS

Exclusion C. is added.

- C. We will not pay for loss or damage caused directly or indirectly by or resulting from "fungi" or bacteria of any type regardless of the cause of the growth, proliferation or accretion except as provided by Section I - Additional Coverages 18. "Fungi" or Bacteria.

#### SECTION II - EXCLUSIONS

Under E. COVERAGE E - Personal Liability and COVERAGE F - Medical Payments To Others, 11. (or 16. if the Home Business Endorsement (HE285) is present) "Fungi" or Bacteria is added.

##### 11. "Fungi" or Bacteria

"Bodily injury", "property damage", or, where added by endorsement, "personal injury" which would not have occurred in whole or in part but for:

"Fungi" or bacteria injury or damage including, but not limited to, any injury or damage arising out of or alleged to have arisen out of any act, error, omission, failure to warn or other duty involving "fungi" or bacteria, its exposure, existence, detection, removal, elimination or avoidance or actions arising from a failure to disclose the presence of "fungi" or bacteria.

The provisions of the policy apply unless modified by this endorsement.

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